

1 IN THE MATTER OF THE ARBITRATION)

2 Between)

3 POLICEMEN'S BENEVOLENT &)
4 PROTECTIVE ASSOCIATION,)
5 LIEUTENANTS, UNIT 156B,)

6 Union,)

7 and)

8 CITY OF CHICAGO,)

9 Employer.)

Grievant:

Eddie Johnson

Grievance Number

546-20-014

10 REPORT OF PROCEEDINGS had at the
11 arbitration of the above-entitled matter before
12 GEORGE T. ROUMELL, JR., Arbitrator, taken via Zoom
13 videoconference, on January 7, 2021, at 10:00 a.m.
14
15
16
17
18
19
20
21
22
23
24

Page 2	Page 4
<p>1 APPEARANCES: (via videoconference)</p> <p>2 POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION LABOR COMMITTEE</p> <p>3 BY: MR. JASON WILLIAM LEE MR. JOSEPH ANDRUZZI</p> <p>4 MS. DONNA DOWD 200 West Jackson Boulevard, Suite 720 Chicago, Illinois 60606 312.453.7751 jlee@pbpa.org jandruzzi@pbpa.org ddowd@pbpa.org</p> <p>8 Appearing on behalf of the Policemen's Benevolent & Protective Association, Lieutenants, Unit 156B;</p> <p>10 FRANCZEK P.C. BY: MR. DAVID A. JOHNSON MS. JENNIFER A. DUNN 300 South Wacker Drive, Suite 3400 Chicago, Illinois 60606 312.986.0300 daj@franczek.com jad@franczek.com</p> <p>15 Appearing on behalf of the City of Chicago.</p> <p>17 ALSO PRESENT:</p> <p>18 Mr. Eddie Johnson Ms. Donna Rowling Mr. Anthony Riccio Ms. Susan O'Keefe Ms. Jennifer Kenedy</p> <p>21 * * * * *</p> <p>24 Reported By: Valerie M. Calabria, CSR, RPR License No.: 084-003928</p>	<p>1 INDEX</p> <p>2 WITNESS EXAMINATION</p> <p>3 DONNA ROWLING</p> <p>4 DIRECT BY MR. JOHNSON 169</p> <p>5 CROSS BY MR. LEE 179</p> <p>6 REDIRECT BY MR. JOHNSON 184</p> <p>7 RECROSS BY MR. LEE 187</p> <p>9 EXHIBITS</p> <p>10 NUMBER/DESCRIPTION ADMITTED</p> <p>11 City Exhibits 1 and 2 13</p> <p>12 Union Exhibits 1 through 4 8</p>
Page 3	Page 5
<p>1 INDEX</p> <p>2 OPENING STATEMENT BY MR. LEE 15</p> <p>3 OPENING STATEMENT BY MR. JOHNSON 23</p> <p>4</p> <p>5 WITNESS EXAMINATION</p> <p>6 SUSAN O'KEEFE</p> <p>7 DIRECT BY MR. JOHNSON 44</p> <p>8 CROSS BY MR. LEE 52</p> <p>9 EXAMINATION BY ARBITRATOR ROUMELL 66</p> <p>10 REDIRECT BY MR. JOHNSON 68</p> <p>11 EDDIE JOHNSON</p> <p>12 DIRECT BY MR. LEE 73</p> <p>13 CROSS BY MS. KENEDY 107</p> <p>14 CROSS BY MR. JOHNSON 121</p> <p>15 ANTHONY GUGLIELMI</p> <p>16 DIRECT BY MR. ANDRUZZI 129</p> <p>17 ANTHONY RICCIO</p> <p>18 DIRECT BY MR. ANDRUZZI 136</p> <p>19 CROSS BY MR. JOHNSON 145</p> <p>20 EXAMINATION BY ARBITRATOR ROUMELL 150</p> <p>21 RECROSS BY MR. JOHNSON 151</p> <p>22 REDIRECT BY MR. ANDRUZZI 153</p>	<p>1 ARBITRATOR ROUMELL: I'm ready for opening</p> <p>2 statements. You want to agree on the exhibits,</p> <p>3 Mr. Lee, Mr. Johnson?</p> <p>4 MR. JOHNSON: The City has no objection to the</p> <p>5 joint exhibits. We do have objection to the</p> <p>6 union's exhibits.</p> <p>7 ARBITRATOR ROUMELL: Which ones?</p> <p>8 MR. ANDRUZZI: Mr. Arbitrator, before we</p> <p>9 continue, we do have a witness online.</p> <p>10 ARBITRATOR ROUMELL: Okay.</p> <p>11 MR. ANDRUZZI: I don't know how we remove him</p> <p>12 from the screen or --</p> <p>13 ARBITRATOR ROUMELL: What do you want to do?</p> <p>14 MR. ANDRUZZI: Unless the City has no</p> <p>15 objection to him sitting in on the Zoom right now.</p> <p>16 MR. JOHNSON: We have no objection to the</p> <p>17 witnesses being there. We're not sequestering</p> <p>18 anybody on Zoom.</p> <p>19 ARBITRATOR ROUMELL: Okay. What exhibits are</p> <p>20 you objecting to?</p> <p>21 MR. JOHNSON: We -- the first exhibit, as I</p> <p>22 understand it, Union Exhibit 1, I believe, is the</p> <p>23 job description for the superintendent of police.</p> <p>24 It's the -- our objection to that is very short and</p>

<p>Page 6</p> <p>1 sweet. As the arbitrator knows from the motion to 2 quash that we filed on December 31st, we view this 3 grievance -- this proceeding, this grievance, as 4 not substantively arbitrable. What someone does, 5 actions by an individual while not a member of the 6 bargaining unit can't be the subject of a grievance 7 in our view. That's the only objection I've got to 8 Union 1. 9 ARBITRATOR ROUMELL: Okay. I'm going to rule. 10 I understand the objection, but I'll receive it 11 subject to your objection. 12 What's number two? 13 MR. JOHNSON: Union 2, I believe, is the 14 detail history, I think, for Officer Donald, who is 15 the plaintiff in the civil action. Again for the 16 same reason as with respect to Union Exhibit 1, we 17 don't view that as relevant or material to the 18 issues before you. 19 ARBITRATOR ROUMELL: All right. Well, I 20 understand your objection, Mr. Johnson, but the 21 question of relevancy is really up to me. Of 22 course, you're entitled to know how relevant I 23 might think it is. I don't know yet, but I'll 24 receive it subject to your objection.</p>	<p>Page 8</p> <p>1 ARBITRATOR ROUMELL: All right. As I began to 2 rule on these, I'll admit them. I understand the 3 City's objection. I understand your theory. I'll 4 receive them and I'll determine the relevancy. 5 Okay. 6 MR. LEE: Thank you. 7 (Whereupon documents so offered 8 were received in evidence as 9 Union Exhibits 1 through 4.) 10 ARBITRATOR ROUMELL: What about the City 11 exhibits? 12 MR. LEE: There are two City exhibits. One is 13 a transcript of -- 14 ARBITRATOR ROUMELL: One is what? 15 MR. LEE: A transcript of an interest 16 arbitration hearing that was held before you in 17 regards to Article 22 of the lieutenant CBA. 18 ARBITRATOR ROUMELL: You're objecting because 19 of relevance? 20 MR. LEE: Absolutely, we object to relevance. 21 MR. JOHNSON: If I can just respond briefly on 22 that one, Mr. Arbitrator. That transcript in 23 question, this is a direct response to the 24 conference call we all had with you on I believe it</p>
<p>Page 7</p> <p>1 MR. JOHNSON: Then Union Exhibit 3 is a 2 compilation of the attendance and assignment sheets 3 again for the civil plaintiff, Officer Donald. We 4 object to Union 3 for the same reasons we objected 5 to Union 1 and 2. 6 ARBITRATOR ROUMELL: All right. What about 7 the next one? 8 MR. JOHNSON: Union Exhibit 4 is the letter 9 from the mayor -- the December 2nd, 2019, letter 10 from the mayor addressing the superintendent, 11 terminating him from the position of superintendent 12 for cause. Again, we don't see the issue of his 13 termination as superintendent as relevant to the 14 issues before you. 15 ARBITRATOR ROUMELL: All right. Keep on 16 going. 17 MR. JOHNSON: And those are the four exhibits, 18 I believe. 19 ARBITRATOR ROUMELL: Mr. Lee, you want to make 20 a statement on the record? 21 MR. LEE: Yeah. We believe Exhibits 1, 2, 3, 22 and 4 are relevant and can address our theory with 23 respect to arbitrability and whether Mr. Johnson 24 was acting within the scope of employment.</p>	<p>Page 9</p> <p>1 was Tuesday afternoon in connection with the 2 request to -- our motion to quash the request for 3 production of documents. In that -- during the 4 course of that conversation, we mentioned, I 5 mentioned, that the issue of a potential 6 modification or amendment to Article 22 in the 7 lieutenants collective bargaining agreement had 8 been part and parcel of the interest arbitration 9 proceeding over which you presided. 10 And you directed me, directed the 11 City, to say that if we were going to rely upon any 12 of the evidence or any of the testimony in the 13 interest arbitration bearing on that contract 14 proposal that it was incumbent upon us to alert or 15 to apprise the union as to which parts -- you know, 16 which specific parts of the transcript would be 17 relied on, and that's what we did. 18 In a separate e-mail, which you don't 19 have, we advised counsel for the union the specific 20 page range. I believe it's pages 454, I think, 21 through 473 in that transcript as being the portion 22 of the transcript that -- in which there was 23 testimony about the union's proposal to modify 24 Article 22.</p>

<p>Page 10</p> <p>1 ARBITRATOR ROUMELL: All right. I'm going to</p> <p>2 receive it subject to the objection.</p> <p>3 Go ahead. What's the next one.</p> <p>4 MR. JOHNSON: Well, the next exhibit is a</p> <p>5 compilation of the -- if you will, the ordinance</p> <p>6 and statutory provisions addressing, outlining, the</p> <p>7 respective zones of authority, if you will, of the</p> <p>8 mayor and of the superintendent.</p> <p>9 MR. ANDRUZZI: Mr. Arbitrator, can I just tell</p> <p>10 you for the last -- unfortunately, for the last</p> <p>11 minute or so of Mr. Johnson's statements we had no</p> <p>12 audio at all. It wasn't his fault. It's an</p> <p>13 internet issue here in our office. So,</p> <p>14 unfortunately, I would ask that he repeat what he</p> <p>15 just said.</p> <p>16 MR. JOHNSON: Sure, Joe. I'm happy to do</p> <p>17 that, Joe. I started talking about our Exhibit 1,</p> <p>18 which is a transcript from the interest</p> <p>19 arbitration. Did you catch any part of that?</p> <p>20 MR. ANDRUZZI: We did. We did up until the</p> <p>21 point where you said you had sent us something with</p> <p>22 the page range.</p> <p>23 MR. JOHNSON: Correct. I think I sent that</p> <p>24 yesterday when I attached the transcript to the</p>	<p>Page 12</p> <p>1 argument in favor of admitting it yet or not.</p> <p>2 ARBITRATOR ROUMELL: Wait a minute. What is</p> <p>3 Exhibit 2?</p> <p>4 MR. JOHNSON: Exhibit 2 is a compilation --</p> <p>5 ARBITRATOR ROUMELL: Now, wait a minute. I</p> <p>6 want to hear their objection.</p> <p>7 MR. JOHNSON: Sure.</p> <p>8 MR. LEE: Yes, your Honor. Yes, your Honor.</p> <p>9 We object to relevance. It's basically a summation</p> <p>10 of what the City believes are applicable municipal</p> <p>11 codes and state laws that pertain to the</p> <p>12 superintendent's authority and the mayor's</p> <p>13 authority.</p> <p>14 ARBITRATOR ROUMELL: I'm going to cut it</p> <p>15 short. I always take judicial notice of that.</p> <p>16 It's a public record. If I think it's relevant, I</p> <p>17 will. If I don't think it's relevant, okay.</p> <p>18 So we're going to admit all the</p> <p>19 exhibits and you can argue later on what I should</p> <p>20 consider. Obviously, you're getting the message</p> <p>21 that I'm going to let a lot in and then I'll sort</p> <p>22 it out. There's no jury here.</p>
<p>Page 11</p> <p>1 e-mail. And the -- it's the page range --</p> <p>2 ironically enough, Joe, it's where you testified</p> <p>3 during the interest arbitration proceeding with</p> <p>4 respect to the union's proposal to modify, to</p> <p>5 amend, Article 22. And if I'm correct, I believe</p> <p>6 that begins at page 454 of that transcript and goes</p> <p>7 on to page -- excuse me here -- page 473.</p> <p>8 ARBITRATOR ROUMELL: Well, I'm --</p> <p>9 MR. JOHNSON: It's only offered as bargaining</p> <p>10 history.</p> <p>11 ARBITRATOR ROUMELL: I'm going to receive it</p> <p>12 subject to the objection. Frankly, there are two</p> <p>13 views among arbitrators. The fact that one party</p> <p>14 or another in a dispute tries to modify the</p> <p>15 language in the contract doesn't necessarily mean</p> <p>16 that the party attempting to modify is recognizing</p> <p>17 that the contract doesn't say what they claim it</p> <p>18 says. In fact, I can give you authority to that</p> <p>19 effect. So I don't know how relevant that really</p> <p>20 is, but I'll receive it.</p> <p>21 What other objection do you have?</p> <p>22 MR. LEE: No further objections with respect</p> <p>23 to Employer Exhibit 1. We do object to Employer</p> <p>24 Exhibit 2. I don't know if Mr. Johnson made an</p>	<p>Page 13</p> <p>1 (Whereupon documents so offered</p> <p>2 were received in evidence as</p> <p>3 City Exhibits 1 and 2.)</p> <p>4 ARBITRATOR ROUMELL: Okay. I'm ready for</p> <p>5 opening statements. Who's going to make it for the</p> <p>6 union?</p> <p>7 MR. LEE: I'll be making it, Jason Lee.</p> <p>8 MR. JOHNSON: There's a --</p> <p>9 ARBITRATOR ROUMELL: There's an echo? I don't</p> <p>10 think it's coming from me.</p> <p>11 MR. LEE: Joe, can you mute your microphone?</p> <p>12 All right. I'll begin with my</p> <p>13 opening statement. Are you ready, Mr. Arbitrator?</p> <p>14 ARBITRATOR ROUMELL: There's one person that's</p> <p>15 not in here. "Franczek guest." I don't know who</p> <p>16 that is.</p> <p>17 Okay. I'm ready.</p> <p>18 MR. ANDRUZZI: Excuse me, Mr. Arbitrator. We</p> <p>19 would like to know. If we're going to have</p> <p>20 somebody in the room, I think it's all right to</p> <p>21 know who is listed as "Franczek guest." There's</p> <p>22 two people.</p> <p>23 MR. JOHNSON: Oh, I fully agree. I fully</p> <p>24 agree, Joe.</p>

Page 14	Page 16
<p>1 So we have four people in the room.</p> <p>2 You have yours truly. You have Jennifer Dunn. You</p> <p>3 have Commander Rowling. And we have Susan O'Keefe,</p> <p>4 the deputy corporation counsel who wrote the</p> <p>5 declination letter.</p> <p>6 The other Franczek guest, it's a</p> <p>7 placeholder for Jennifer Kenedy if we get to that</p> <p>8 point, but she is not currently in the room.</p> <p>9 MR. ANDRUZZI: Okay.</p> <p>10 ARBITRATOR ROUMELL: Who is it?</p> <p>11 MR. JOHNSON: Her name is Jennifer Kenedy. I</p> <p>12 suggest we can deal with that issue perhaps a</p> <p>13 little bit later in this proceeding, but she's not</p> <p>14 here now. She is not here now. And I give you my</p> <p>15 word that we will alert you the minute -- the</p> <p>16 moment she arrives or is on screen.</p> <p>17 ARBITRATOR ROUMELL: I don't dare ask Joe the</p> <p>18 next question, but I will anyway.</p> <p>19 Do you accept his word?</p> <p>20 MR. JOHNSON: I want to know now.</p> <p>21 MR. ANDRUZZI: I do. I do. And for the</p> <p>22 record, we have another witness that we told him we</p> <p>23 would let him know when he needs to join and that</p> <p>24 witness would be Anthony Guglielmi. I can never</p>	<p>1 ARBITRATOR ROUMELL: Go ahead.</p> <p>2 MR. LEE: Shall I begin again?</p> <p>3 ARBITRATOR ROUMELL: Please. Go ahead.</p> <p>4 MR. LEE: Mr. Arbitrator, this grievance is</p> <p>5 predicated upon the filing of a civil lawsuit by</p> <p>6 the Chicago Police Department member Cynthia Donald</p> <p>7 against the City of Chicago and Mr. Eddie Johnson,</p> <p>8 retired lieutenant and former superintendent of the</p> <p>9 Chicago Police Department. The civil action was</p> <p>10 filed by Ms. Donald on October 14th, 2020, after</p> <p>11 Mr. Johnson retired as a lieutenant from the</p> <p>12 Chicago Police Department.</p> <p>13 In her complaint Ms. Donald brings</p> <p>14 five counts: a sexual discrimination, harassment</p> <p>15 and hostile work environment claim against the City</p> <p>16 of Chicago, a Monell claim against the City of</p> <p>17 Chicago, an Illinois Gender Violence Act claim,</p> <p>18 equal protection claim, and a spoliation claim</p> <p>19 against Mr. Johnson.</p> <p>20 The underlying allegation by Mr. --</p> <p>21 (video disruption).</p> <p>22 ARBITRATOR ROUMELL: Are you still talking?</p> <p>23 I've lost the audio. What happened?</p> <p>24 MR. LEE: Internet went down again. I'll</p>
Page 15	Page 17
<p>1 say his last name.</p> <p>2 ARBITRATOR ROUMELL: Okay.</p> <p>3 MR. JOHNSON: As long as it's not Rudy</p> <p>4 Giuliani.</p> <p>5 ARBITRATOR ROUMELL: No, no, no. If it's him,</p> <p>6 you're disbarred.</p> <p>7 Mr. Lee, I tend to be a little bit</p> <p>8 informal. Okay, Mr. Lee. You're making the</p> <p>9 opening statement. Go ahead.</p> <p>10 MR. LEE: Yes, sir.</p> <p>11 OPENING STATEMENT</p> <p>12 BY MR. LEE:</p> <p>13 Mr. Arbitrator, this grievance is</p> <p>14 predicated on the filing of a civil lawsuit by the</p> <p>15 Chicago Police Department member Cynthia Donald</p> <p>16 against the City of Chicago and Mr. Eddie Johnson,</p> <p>17 retired lieutenant and former superintendent of the</p> <p>18 Chicago Police Department. The civil action was</p> <p>19 filed by Ms. Donald on October 14, 2020 --</p> <p>20 ARBITRATOR ROUMELL: Hold on, Mr. Lee. Is</p> <p>21 there a chance that you could remove your mask</p> <p>22 while you're speaking? If you're uncomfortable</p> <p>23 doing it, say so.</p> <p>24 MR. LEE: It's fine.</p>	<p>1 continue.</p> <p>2 ARBITRATOR ROUMELL: Well, Trump is only mad</p> <p>3 at Michigan. He's not mad at Illinois.</p> <p>4 MR. LEE: Not yet.</p> <p>5 ARBITRATOR ROUMELL: Go ahead.</p> <p>6 MR. LEE: The underlying allegations by</p> <p>7 Ms. Donald claim that Mr. Johnson sexually</p> <p>8 assaulted and harassed her while on duty and off</p> <p>9 duty as a member of Mr. Johnson's detail. But more</p> <p>10 importantly and more pertinent to this arbitration</p> <p>11 is that Ms. Donald makes a claim in the complaint,</p> <p>12 in the four corners of the document, that Mayor</p> <p>13 Lightfoot retaliated against her by way of ordering</p> <p>14 Mr. Johnson to remove her from the superintendent's</p> <p>15 unit.</p> <p>16 As further pled in the complaint, the</p> <p>17 reassignment alleged to have exacerbated the</p> <p>18 hostile work environment and was retaliatory and</p> <p>19 purposeful to deflect blame from the mayor and the</p> <p>20 City of Chicago following a media-hyped incident</p> <p>21 involving Mr. Johnson and Ms. Donald.</p> <p>22 Evidence will be presented that</p> <p>23 Ms. Donald was reassigned by Mr. Johnson at the</p> <p>24 direction of Mayor Lightfoot to the records</p>

<p>Page 18</p> <p>1 department within the Chicago Police Department.</p> <p>2 Evidence will be presented that Mr. Johnson was</p> <p>3 given no choice but to comply with the order from</p> <p>4 the mayor, his immediate and only supervisor, and</p> <p>5 reassign Ms. Donald or face discipline.</p> <p>6 Evidence will further be presented</p> <p>7 that on or about December 2nd, 2019, Mayor</p> <p>8 Lightfoot attempted to fire Mr. Johnson from the</p> <p>9 Chicago Police Department informing him, in fact,</p> <p>10 that he was fired from the Chicago Police</p> <p>11 Department. However, and shockingly unbeknownst to</p> <p>12 Mayor Lightfoot, Mr. Johnson informed her she did</p> <p>13 not have the authority or power to fire him. Mayor</p> <p>14 Lightfoot then subsequently removed -- (video</p> <p>15 disruption).</p> <p>16 ARBITRATOR ROUMELL: What's going on now? I</p> <p>17 can't hear.</p> <p>18 MS. DUNN: He's frozen.</p> <p>19 ARBITRATOR ROUMELL: I've got everything on.</p> <p>20 MR. ANDRUZZI: It's not you. It's a situation</p> <p>21 in our office. We're changing computers.</p> <p>22 MR. LEE: I'll continue.</p> <p>23 However, and shockingly unbeknownst</p> <p>24 to Mayor Lightfoot, Mr. Johnson -- are you hearing</p>	<p>Page 20</p> <p>1 The City concluded that at this stage</p> <p>2 based on the allegations Mr. Johnson was not acting</p> <p>3 in his capacity as superintendent of police at the</p> <p>4 time of the events described in Ms. Donald's</p> <p>5 complaint and does not meet the required conditions</p> <p>6 for representation and the City of Chicago would</p> <p>7 not pay for Mr. Johnson's legal representation in</p> <p>8 this lawsuit.</p> <p>9 The City further clarified their</p> <p>10 position by saying that if at some point in the</p> <p>11 future facts come to light that demonstrate</p> <p>12 Mr. Johnson was acting in the scope of his duties</p> <p>13 the City will revisit this decision.</p> <p>14 You will hear that Ms. O'Keefe made</p> <p>15 no mention in her denial letter that Ms. Donald</p> <p>16 pled in her complaint that Mr. Johnson was ordered</p> <p>17 to remove Ms. Donald from her position by the mayor</p> <p>18 or that this conduct was retaliatory and</p> <p>19 purposeful. Ms. O'Keefe made no mention in her</p> <p>20 denial letter that she considered or did not</p> <p>21 consider this.</p> <p>22 Ms. O'Keefe further did not raise in</p> <p>23 her denial letter that Mr. Johnson was not afforded</p> <p>24 the protections of the lieutenants collective</p>
<p>Page 19</p> <p>1 me?</p> <p>2 ARBITRATOR ROUMELL: I am, except now you're</p> <p>3 Donna Dowd. That's all right.</p> <p>4 MR. LEE: However, and shockingly unbeknownst</p> <p>5 to Mayor Lightfoot, Mr. Johnson informed her she</p> <p>6 did not have the authority or power to fire him.</p> <p>7 Mayor Lightfoot then subsequently removed</p> <p>8 Mr. Johnson from the position of superintendent and</p> <p>9 a new superintendent of the Chicago Police</p> <p>10 Department was installed.</p> <p>11 During the time he was in the</p> <p>12 position of superintendent, he maintained the rank</p> <p>13 of lieutenant. And when he was removed from the</p> <p>14 position of superintendent, he still maintained the</p> <p>15 rank of lieutenant.</p> <p>16 In November 2020 Mr. Johnson received</p> <p>17 a denial letter from deputy corporation counsel</p> <p>18 Susan O'Keefe who informed Mr. Johnson that after</p> <p>19 reviewing the allegations complained of in</p> <p>20 Ms. Donald's lawsuit the City of Chicago would not</p> <p>21 provide him with legal representation for the</p> <p>22 lawsuit because the allegations state that</p> <p>23 Mr. Johnson acted outside the scope of his</p> <p>24 employment at the time of the alleged action.</p>	<p>Page 21</p> <p>1 bargaining agreement; rather, she merely focused on</p> <p>2 the City of Chicago's narrative in obviating the</p> <p>3 City from the responsibility and obligation to</p> <p>4 provide Mr. Johnson with legal representation. Her</p> <p>5 analysis focused on whether some and not all of the</p> <p>6 allegations complained in the complaint were within</p> <p>7 or not within the scope of employment, utilizing</p> <p>8 the same or substantially the same language found</p> <p>9 in Article 22 of the lieutenants collective</p> <p>10 bargaining agreement.</p> <p>11 And finally, evidence will be</p> <p>12 presented that Mr. Johnson filed his grievance</p> <p>13 alleging a violation of Article 22 on</p> <p>14 November 16th, 2020. Mr. Johnson received a</p> <p>15 response denying the grievance, once again</p> <p>16 obviating the City from its responsibility and</p> <p>17 obligation to provide him with legal</p> <p>18 representation.</p> <p>19 That denial did not include any</p> <p>20 suggestion that the lieutenant CBA was not</p> <p>21 applicable; rather, the denial of the grievance was</p> <p>22 predicated upon Article 22 of the lieutenant's CBA.</p> <p>23 There was not a claim by the City at that point</p> <p>24 that Mr. Johnson's conduct was not applicable to</p>

<p>Page 22</p> <p>1 the lieutenant CPA. In fact, the denial of the 2 grievance -- in the denial of the grievance 3 Commander Rowling states that Article 22 has not 4 been violated nor has any other section of the 5 contract been violated. 6 ARBITRATOR ROUMELL: Let me ask you a 7 question. 8 MR. LEE: Yes, sir. 9 ARBITRATOR ROUMELL: Are you maintaining that 10 while Superintendent Johnson was superintendent he 11 continued with the rank of lieutenant? Is that 12 what I heard? 13 MR. LEE: Yes. When he was in the position of 14 superintendent, he maintained the rank of 15 lieutenant. 16 ARBITRATOR ROUMELL: You'll have proof of 17 that? 18 MR. LEE: We will have evidence presented. 19 ARBITRATOR ROUMELL: Fine. Fine. 20 David Johnson, are you going to make 21 the opening statement for the City? Are you 22 speaking now? I can't hear you. 23 MR. JOHNSON: Yes, I would like to make an 24 opening. I threw myself off the screen there for a</p>	<p>Page 24</p> <p>1 are -- occurred while Mr. Johnson was in the 2 position of superintendent. He was superintendent 3 from beginning in 20- -- spring of 2016 through 4 December 2nd of 2019 as we know from I think it's 5 Union Exhibit 4, the letter from the mayor 6 separating him from his position as superintendent. 7 Yes. He reverted then to his career service 8 position, his career service rank of lieutenant, 9 which he held for all of two days when he retired 10 from the police department on December 4th, 2019. 11 Nothing in the complaint alleges conduct 12 by Mr. Johnson during the 48 hours that he occupied 13 the rank of lieutenant. All of the allegations and 14 we -- as you acknowledged, you read the pleadings. 15 I assume that you read the complaint. Paragraph 2 16 in that complaint could not be any clearer. 17 Paragraph 2, "At all times relevant to this 18 complaint, Superintendent Johnson was the highest 19 ranking member of the CPD." An allegation that's 20 repeated in paragraph 32. And quoting from 21 paragraph 32 of the complaint, "At all times 22 relevant to the complaint, Superintendent Johnson 23 was the superintendent of the CPD and was serving 24 in a supervisory capacity over plaintiff." There's</p>
<p>Page 23</p> <p>1 second. I apologize. 2 ARBITRATOR ROUMELL: All right. 3 OPENING STATEMENT 4 BY MR. JOHNSON: 5 On behalf of the City of Chicago. From 6 our perspective, I think you have two issues before 7 you. I think there's -- the first issue, frankly, 8 is dispositive, but the first issue and certainly 9 the way I would frame the issue or issues before 10 you in this proceeding is is this grievance 11 subsequently arbitrable. If it is, did the City 12 violate Article 22 when it refused to represent or 13 pay for the representation of former superintendent 14 Eddie Johnson in the civil action Donald v. City of 15 Chicago, et al. If so, what shall be the remedy. 16 I'd like to first address the 17 substantive arbitrability issue. As you know, back 18 on December 31st we put the union on notice that we 19 do not view this matter, this grievance, as 20 substantively arbitrable. They've been on notice 21 since then. 22 The complaint could not be any clearer 23 in that it makes it abundantly clear that all of 24 the actions about which the plaintiff complains</p>	<p>Page 25</p> <p>1 no contest, there is no dispute over that. 2 The lieutenants collective bargaining 3 agreement has nothing to do with the terms and 4 conditions of employment of an individual while 5 that individual is outside the bargaining unit and 6 specifically while that individual is serving as a 7 superintendent. 8 The lieutenants collective bargaining 9 agreement did not govern the salary received by 10 Superintendent Johnson. It didn't -- had nothing 11 to do with how they -- he observed by 12 Superintendent Johnson and certainly had nothing to 13 do with overtime privileges or overtime rights in 14 his capacity as superintendent. 15 The union's position has to be before 16 you that one article, one provision and only one 17 provision of that collective bargaining agreement 18 is applicable here and that being Article 22, and 19 that can't be true. The contract either applies or 20 it doesn't. 21 With respect to the substantive 22 arbitrability argument, and this is why it's not 23 substantively arbitrable, we all know -- and this 24 is commonplace and in the briefs we'll certainly</p>

<p style="text-align: right;">Page 26</p> <p>1 present you with a wealth of authority for this 2 proposition. As you know, the individual's 3 rights -- the substantive arbitrability of a 4 grievance is not determined by the individual's 5 status at the time he or she files the grievance. 6 For example, if someone is discharged and then 7 three days after the discharge files a grievance 8 with respect to that discharge, presuming that the 9 collective bargaining agreement authorizes an 10 arbitration proceeding for discharges, it's no 11 defense by the employer that, hey, you're fired, 12 you're an ex-employee. 13 In fact, when this grievance was 14 filed -- when that suit was filed, Mr. Johnson was 15 a retired member of the department. We don't take 16 the position that a retired member has no rights 17 under the collective bargaining agreement. Had the 18 complaint addressed or complained of performance of 19 duties or actions taken by Mr. Johnson while he was 20 a lieutenant and if those -- if the complaint 21 alleged performance that -- if the loss arose out 22 of the performance of duties and if the evidence 23 showed that he was within the scope of employment 24 when he did the actions complained of and that he</p>	<p style="text-align: right;">Page 28</p> <p>1 obligation, an employer is under no obligation to 2 bargain with a union with respect to promotion to a 3 position outside the bargaining unit. 4 MR. ANDRUZZI: Excuse me, Mr. Arbitrator. 5 We've lost all audio from Mr. Johnson. 6 MR. JOHNSON: What point -- are you hearing me 7 now, Joe? 8 Mr. Arbitrator, can you hear me? 9 ARBITRATOR ROUMELL: I haven't lost anything. 10 MR. JOHNSON: Okay. Joe, can you hear me? 11 MR. ANDRUZZI: I can hear you now. 12 MR. JOHNSON: Okay. 13 ARBITRATOR ROUMELL: Well, you made your 14 point. You made your point there. What about the 15 substance? 16 MR. JOHNSON: Okay. So even if this case were 17 arbitrable, the question then becomes does this 18 arise -- does the lawsuit arise out of the 19 performance of police duties. 20 As we attached to our motion to 21 quash, this issue has come up repeatedly over the 22 years. And, in fact -- in fact, it came up during 23 the interest arbitration proceeding, it's 24 referenced in your interest arbitration award in</p>
<p style="text-align: right;">Page 27</p> <p>1 cooperated in the defense of the case, then yes, 2 the fact that he was retired when the lawsuit was 3 filed or when the grievance was filed would have no 4 bearing on his right or his entitlement to 5 representation under Article 22 of the collective 6 bargaining agreement. 7 You look to -- for the substantive 8 arbitrability, what you look to is whether the 9 alleged violation is with respect to -- occurred 10 during a time -- goes to a period of time when the 11 individual was a member of the bargaining unit. In 12 this case the entirety of the complaint has to do 13 with Mr. Johnson's conduct as alleged, whether it 14 occurred or not, but is alleged while he was a 15 superintendent, while the superintendent, not a 16 lieutenant. 17 Because nothing in this complaint 18 suggests that this lawsuit arises out of the 19 performance of duties as a lieutenant, it can't be 20 arbitrable under the terms of provisions of this 21 collective bargaining agreement. 22 In our briefs we will embellish on this 23 point. It is well established in Illinois law, for 24 example, that with respect to the bargaining</p>	<p style="text-align: right;">Page 29</p> <p>1 this case for as your basis for denying the union's 2 attempt to modify, to amend Article 22. 3 And just briefly, you pointed out 4 correctly, mind you, that there are two schools of 5 thought among arbitrators with respect to the 6 significance to be attached to an unsuccessful 7 proposal to amend a collective bargaining 8 agreement. Our evidence, the transcript in this 9 proceeding, goes further than simply the 10 unsuccessful advancement of a proposal. It has to 11 do with statements made on the record acknowledging 12 what the appropriate analysis consists of for an 13 arbitrator in deciding whether or not to issue -- 14 to decide whether or not the individual is entitled 15 to legal representation. 16 Specifically, I would address you to 17 page 470 of the transcript, which is Union 18 Exhibit 1. It's where Mr. Pleines, counsel for the 19 union, is redirect examination of Mr. Andruzzi, who 20 is the witness on behalf of -- making the 21 presentation on Article 22. And Mr. Pleines, Tom, 22 says at lines 3 to 7 on page 470, says, "Joe, 23 Mr. Johnson is correct. There are literally dozens 24 of these awards going back many years. And one</p>

<p>1 thing that the awards make very clear is the City's 2 decision needs to turn on the language of the 3 complaint," end of quote. 4 That's what we look at. This is what 5 governs your analysis, your disposition of this 6 grievance if you find it arbitrable. It's a 7 question of what is alleged. It doesn't 8 particularly matter, it's not particularly material 9 whether the allegations are true or not. It may be 10 that the allegations are completely false. That 11 does not bear on the issue of whether or not the 12 complaint alleges a performance of duty. 13 And here the -- the allegations in 14 the complaint are quite clear that what this case 15 is about is as set forth in paragraph 1 of the 16 complaint. "For more than three years the 17 plaintiff was subjected to unwanted and uninvited 18 sexual advances, abuse, harassment, and a hostile 19 work environment by her superior and supervisor, 20 former CPD Superintendent Eddie Johnson." 21 Paragraph 4 alleges forcible kissing. 22 Paragraph 5 alleges -- 23 ARBITRATOR ROUMELL: I've read that all. 24 MR. JOHNSON: Okay. Paragraphs 4 through 11</p>	<p>Page 30</p> <p>1 ARBITRATOR ROUMELL: All right. 2 MR. JOHNSON: I want to say one brief thing. 3 I understand Mr. Lee's reference to the demotion or 4 the dumping I believe as it's characterized in the 5 complaint of Officer Donald. That does not appear, 6 I believe, until paragraph 132 or so in the 7 complaint. To suggest that this complaint, this 8 civil action, Donald vs. City of Chicago and Eddie 9 Johnson, to suggest that this complaint is about 10 the demotion, the dumping of Officer Donald is like 11 saying Citizen Kane was about a flood. No, this 12 case is quite clear -- crystal clear in this 13 complaint what the thrust, what the nature of the 14 allegations is about. 15 This attempt to wag the tail of the 16 dog here can't be acknowledged by you. I'm glad 17 that Mr. Lee went through the individual complaints 18 that are alleged here. The sexual -- there are 19 four counts in which Mr. Johnson is mentioned, one 20 count where -- a Monell claim against the City, 21 which is not against Mr. Johnson. The four counts 22 that are against him are sexual discrimination, you 23 know, harassment and hostile work environment, 24 equal protection discrimination on the basis of</p> <p>Page 32</p>
<p>1 are really the thrust, the gist of the complaint. 2 This is sexual conduct. This is personal matter. 3 This is not the performance of duties as the 4 superintendent. 5 There are plenty of cases where 6 the -- a superintendent -- in fact, Mr. Johnson is 7 currently defendant and being represented by the 8 City in pending litigation, but those are cases 9 where the allegations in the complaint have to do 10 with his performance of duties as a superintendent. 11 We know from a wealth of cases -- 12 you've seen them. You've had these cases cited to 13 you before in prior proceedings. They're 14 referenced in your interest arbitration award. 15 Arbitrator Gerstenberger's award in the Ackerman 16 case, for example, which is really the lead case. 17 Where the allegations in the complaint smack of 18 sexual misconduct, a personal matter, sexual 19 affairs, consensual or not, those do not rise to -- 20 those do not trigger an obligation to provide legal 21 representation because they aren't the performance 22 of duties. They can't be. And there's a string of 23 cites of Illinois cases that we will present for 24 that.</p> <p>Page 31</p>	<p>1 sex, Gender Violence -- a claim under the Gender 2 Violence Act where in paragraph 162 it alleges that 3 Mr. Johnson's conduct was of a sexual nature, and 4 finally, claim on spoliation of evidence. None of 5 those rise to the level of being performance of 6 duties as a police officer let alone as a 7 superintendent. 8 We've shown you in the transcript of 9 the interest arbitration proceeding where the union 10 is well-aware of how these cases are analyzed. You 11 look at the complaint. The complaint governs the 12 decision. We rest on that. 13 ARBITRATOR ROUMELL: All right. Was this a 14 closing statement or opening? 15 MR. JOHNSON: That was an opening. 16 ARBITRATOR ROUMELL: Well, I want to ask you 17 one question. I think it was the second or third 18 paragraph it mentioned that Eddie Johnson suggested 19 that the plaintiff join his unit. Is that when he 20 was lieutenant or when he was superintendent? 21 MR. JOHNSON: I'm sorry. I didn't catch the 22 question. 23 ARBITRATOR ROUMELL: The question was did I 24 read the -- I think it was the second or third</p> <p>Page 33</p>

<p style="text-align: right;">Page 34</p> <p>1 paragraph where Eddie Johnson is alleged to have 2 suggested that she join his unit. Was that when he 3 was superintendent or when he was a lieutenant? 4 MR. JOHNSON: Based upon the allegations of 5 the complaint, that occurred while he was 6 superintendent. 7 ARBITRATOR ROUMELL: Well, the fact I asked 8 the question is -- I'm very interested in that. 9 Okay. We're ready for the first 10 witness. Who is going to be our first witness? 11 MR. LEE: That will be Mr. Eddie Johnson. 12 MR. JOHNSON: Excuse me. Okay. I need to 13 speak in -- break in at this point. 14 As I spoke with Mr. Andruzzi 15 yesterday, we found out that Mr. Johnson would be 16 called to testify on the conference call on 17 Tuesday. I had conference -- a couple of 18 conversations with Mr. Andruzzi yesterday. To the 19 extent Mr. Johnson is going to testify about any 20 aspect of the complaint or of any of the 21 allegations set forth in the complaint, I told 22 Joe -- I told Mr. Andruzzi that what I'm -- what we 23 have asked for -- this is basically our fourth 24 individual, the missing individual in our room,</p>	<p style="text-align: right;">Page 36</p> <p>1 the cross-exam -- A, to hear Mr. Johnson's 2 testimony and to conduct any cross-examination as 3 appropriate as she is much more versed in this than 4 I am. 5 ARBITRATOR ROUMELL: All right. So what's the 6 point? 7 MR. JOHNSON: The point is this. I would ask 8 if Mr. Johnson is going to testify and if it's 9 going to be testimony about anything alleged in the 10 complaint that we hold off, we put him off until 11 12:30 which is when I expect that Ms. Kenedy would 12 be available to listen in on the testimony. We can 13 put all the other evidence on before then. 14 ARBITRATOR ROUMELL: She's not available now? 15 MR. JOHNSON: She's not available now because 16 she got -- as we know, this was handled on an 17 expedited basis. She found out about this -- I 18 found out about the testimony on Tuesday. She 19 found out about it yesterday. She is actually 20 doing a deposition today which she would have been 21 willing to kick except it's in relation to an 22 injunction proceeding and it couldn't be kicked. 23 12:30 really is the earliest that she can be 24 available.</p>
<p style="text-align: right;">Page 35</p> <p>1 Ms. Jennifer Kenedy. She's a lawyer. She's a 2 litigator with the firm of Locke Lord. She 3 represents the City in cases -- in the EEOC matter 4 involving Officer Donald brought by -- brought 5 against the City and Officer Johnson. She is 6 well-versed in that -- the circumstances, the 7 underlying facts of those -- that case and of the 8 allegations. 9 As I've said, made the point 10 repeatedly and I'll try not to be a broken record 11 on this, but we do not view as there being a need 12 for any testimony about any of the allegations in 13 the complaint. The dozens of arbitration awards 14 couldn't be any clearer that it's neither here nor 15 there whether they're true or factual or not. The 16 only -- the only question is with respect to -- 17 does it -- the first threshold test is do the 18 allegations suggest that the complaint arises out 19 of the performance of duties. They either do or 20 they don't. Whether they're true or false has 21 nothing to do with anything. 22 But as I told Mr. Andruzzi, if 23 there's going to be testimony like that, then I've 24 asked that Ms. Kenedy be available to conduct</p>	<p style="text-align: right;">Page 37</p> <p>1 MR. ANDRUZZI: May I respond? 2 ARBITRATOR ROUMELL: Yes. 3 MR. ANDRUZZI: Mr. Johnson did contact my 4 office yesterday. I did tell him at that time we'd 5 be objecting to that cross by her. We don't -- 6 while the City has every right to have an attorney 7 cross our client -- or our witness, the allegations 8 regarding the sexual -- alleged sexual misconduct 9 are not going to be raised on direct. There is 10 nothing that -- based on Mr. Johnson's testimony 11 right now, there's nothing that Ms. O'Keefe can 12 gain regarding the EEOC complaint. That's a 13 separate matter, and we're not here to hold -- to 14 allow the City to obtain evidence in a separate 15 matter when we're just here to talk about legal 16 representation. 17 MR. JOHNSON: Well, I notice a certain 18 subtlety in Joe's response. My concern was that 19 there would be any testimony about the matters set 20 forth in the complaint and Joe is talking about 21 maybe there won't be any allegations about the 22 sexual harassment, sexual misconduct, sexual 23 affair, sexual relationship. 24 I'm not -- is there any other aspect</p>

<p>Page 38</p> <p>1 covered in this complaint that the former 2 superintendent will testify to? And if he's not, 3 then what's the relevance of the testimony? 4 MR. ANDRUZZI: There is an aspect of the 5 complaint that he's going to testify to, and that's 6 the issue of whether he was operating under the 7 scope of employment with regard to Officer Donald 8 and her movement within the department. 9 Mr. Arbitrator, we have two very 10 capable attorneys present right now that can do a 11 cross of Mr. Johnson. We're prepared to put 12 Mr. Johnson on right now. And we have other 13 witnesses to follow, but it's based on 14 Mr. Johnson's testimony. 15 ARBITRATOR ROUMELL: Let me ask you this. I'm 16 not inclined to prohibit anybody from having the 17 attorney they want, number one. Number two, can we 18 put on the other witnesses and let me hear them and 19 then -- 20 MR. ANDRUZZI: I would say no. Our strategy 21 or our case here is built -- is compounding. We 22 plan on putting on Mr. Johnson. The City was going 23 to either cross or not cross. And based on that 24 examination, that would then make other</p>	<p>Page 40</p> <p>1 attorney to be here. You give me two choices. I 2 adjourn it until 12:30. Mr. Johnson, you can put 3 on -- you have one witness, Mr. Johnson? 4 MR. JOHNSON: That's correct. 5 ARBITRATOR ROUMELL: Are you prepared to call 6 that witness? 7 MR. JOHNSON: If you direct, we could, sure. 8 MR. ANDRUZZI: We would be okay with that. 9 ARBITRATOR ROUMELL: Would you be okay with 10 that, Mr. Johnson? 11 MR. JOHNSON: Yeah, we'd be fine with that. 12 ARBITRATOR ROUMELL: Would you be okay with 13 that, Mr. Andruzzi? 14 MR. ANDRUZZI: We would. 15 ARBITRATOR ROUMELL: And then when this 16 attorney shows up, if we're not done with your 17 witness, we'll put your witness off and then we'll 18 go with Eddie Johnson. Is that fair? 19 MR. LEE: I think if we start the direct and 20 the cross-examination of their witness, we should 21 complete that before we begin the testimony of 22 Mr. Johnson. 23 ARBITRATOR ROUMELL: I take it, Dave Johnson, 24 that your witness has no relationship to what</p>
<p>Page 39</p> <p>1 determinations with our other witnesses as to what 2 we're going to do our direct examination about. It 3 would be unfair for us to put other witnesses on 4 when that was not the order that we had planned on. 5 MR. JOHNSON: I don't understand. Witnesses 6 are called out of order all the time. Evidence is 7 evidence. Testimony is testimony. 8 MR. ANDRUZZI: Testimony is testimony, but our 9 witnesses are not in the room. We have somebody 10 that's dealing with issues on the east coast that 11 can't just be waiting or abruptly called to testify 12 right now. 13 ARBITRATOR ROUMELL: And then you're telling, 14 Mr. Andruzzi, that they can't have their attorney 15 here? 16 MR. ANDRUZZI: I'm not saying that, 17 Mr. Arbitrator. What I'm saying is that the 18 reasoning for having that specific attorney, I 19 question what their motive is there. We've already 20 acknowledged we will not be directing any questions 21 regarding any of the sexual alleged misconduct. 22 ARBITRATOR ROUMELL: Well, it's 11:00 right 23 now. Yeah, it's 11:00 in Chicago right now. I 24 want to be fair to both parties. He wants their</p>	<p>Page 41</p> <p>1 Mr. Johnson may testify to? 2 MR. JOHNSON: I have no idea what Mr. Johnson 3 is going to testify to. 4 ARBITRATOR ROUMELL: All right. Here's what 5 I -- we're going to take a short break, but here is 6 what I propose. Number one, I'm not going to 7 proceed with the Johnson -- with the Eddie Johnson 8 testimony until the City has the attorneys they 9 want in the room. Let's start with that. 10 Number two, I suggest we use the time 11 by having the City call Ms. O'Keefe and we do the 12 direct and cross and then Eddie Johnson will 13 testify and the union will make up its mind whether 14 they want to call other witnesses because, as I 15 understand it, it depends on what Eddie Johnson 16 testifies to and what David Johnson cross-examines. 17 Now, if after that testimony you want 18 to re-call your witness, I'll permit that. Okay? 19 MR. JOHNSON: That was directed at me, I 20 assume, right? 21 ARBITRATOR ROUMELL: What? 22 MR. JOHNSON: That last remark was directed at 23 me, I assume, correct, about calling Ms. O'Keefe if 24 need be?</p>

Page 42	Page 44
<p>1 ARBITRATOR ROUMELL: Yes. Now, I'm concerned 2 about two things. What about your other witnesses? 3 Will they be available? 4 MR. ANDRUZZI: If you can give me a short 5 amount of time, I can confirm that. 6 ARBITRATOR ROUMELL: I see one witness here 7 already. I want everybody -- I keep on -- I'm like 8 a broken record. I want all of you to put the case 9 on the way you want to put it on and I'm not -- I 10 want all of you to be comfortable. But we 11 certainly are going to hear from Ms. O'Keefe why 12 the City denied representation. So I think why not 13 hear from her now and then when the other attorney 14 shows up, whenever you're done examining, 15 cross-examining Ms. O'Keefe, then we put on Eddie 16 Johnson when the other attorney shows up. 17 Now, you want to take a five-minute 18 break, make sure you're satisfied with that 19 arrangement? 20 MR. JOHNSON: Yeah. If you give me five or 21 ten minutes. 22 ARBITRATOR ROUMELL: Sure. Take ten. 23 MR. JOHNSON: Thank you. 24 ARBITRATOR ROUMELL: What about you, Mr. Lee</p>	<p>1 elected. Okay. 2 (Witness duly sworn.) 3 ARBITRATOR ROUMELL: Proceed. 4 SUSAN O'KEEFE, 5 called as a witness herein, having been first duly 6 sworn, was examined and testified as follows: 7 DIRECT EXAMINATION 8 BY MR. JOHNSON: 9 Q. Susan, do you have a job? 10 A. I do. 11 Q. What might that be? 12 A. I am the deputy corporation counsel in 13 the City of Chicago Department of Law over the 14 employment litigation division. 15 Q. For approximately how long have you held 16 that position? 17 A. Approximately four years. 18 Q. And any previous positions prior to your 19 employment with the City's law department? 20 A. Yes. I started in the City's law 21 department back in 1994, and I was assistant 22 corporation counsel for a number of years in a 23 number of divisions. The last division in an 24 assistant corporation counsel position was in the</p>
Page 43	Page 45
<p>1 and Ms. Dowd? 2 MR. LEE: That's acceptable. We'll come back 3 in ten minutes. 4 ARBITRATOR ROUMELL: All right. Fine. Thank 5 you. 6 (Short recess.) 7 ARBITRATOR ROUMELL: Tell me this, Mr. Lee. 8 Do you want Eddie Johnson to be here? 9 MR. LEE: Yeah, he's present. He's in the 10 room. 11 ARBITRATOR ROUMELL: Okay. Fine. All right. 12 You want to call your -- 13 (Brief interruption.) 14 ARBITRATOR ROUMELL: You're calling your 15 witness? 16 MR. JOHNSON: Correct. 17 ARBITRATOR ROUMELL: May I have her name, 18 please? 19 MR. JOHNSON: Sure. Susan O'Keefe. 20 ARBITRATOR ROUMELL: Susan. The first 21 question I'm asking is why didn't you run for 22 Congress with that name. 23 THE WITNESS: Who says I'm not going to? 24 ARBITRATOR ROUMELL: You could have gotten</p>	<p>1 employment litigation division. 2 Then I took a job with the Board of 3 Education. So still with the City of Chicago, but 4 a different entity, different administration. And 5 I was there for 15 years. And then I came back to 6 the City in February 2017. 7 Q. And as the deputy corp counsel in 8 employment litigation, give us a sense of what your 9 duties and responsibilities are. 10 A. Sure. I manage a small team -- I call 11 it small but mighty -- team of litigators who are 12 responsible for the defense of the City and its 13 agents in employment litigation matters in either 14 federal or state court. 15 Q. And do those duties include determining 16 whether to provide legal representation to sworn 17 Chicago police officers in civil lawsuits? 18 A. Yes. Whenever an individual is named as 19 a defendant in one of our lawsuits and it's not 20 official capacity, in individual capacity, I need 21 to assess whether they're going to get 22 representation from the City of Chicago whether 23 police officers or not police officers, as long as 24 they're city employees.</p>

<p>Page 46</p> <p>1 Q. And did you -- we have one of the joint</p> <p>2 exhibits is your letter of declination. Did you</p> <p>3 have a role in deciding whether to provide legal</p> <p>4 representation to Eddie Johnson?</p> <p>5 A. I did.</p> <p>6 Q. Okay. So how did you become aware of</p> <p>7 the civil complaint?</p> <p>8 A. I believe it was the day that it was</p> <p>9 filed. It was originally filed in state court. I</p> <p>10 believe the plaintiff's attorneys sent a copy to</p> <p>11 the front office. Sorry about that. To</p> <p>12 corporation counsel's office for the City of</p> <p>13 Chicago.</p> <p>14 Q. And did you review the civil complaint</p> <p>15 at that time?</p> <p>16 A. I did.</p> <p>17 Q. And this is the civil complaint in</p> <p>18 Donald vs. City of Chicago, correct?</p> <p>19 A. That's right.</p> <p>20 Q. And did you decide or make the effective</p> <p>21 recommendation with respect to whether the City</p> <p>22 would provide legal representation?</p> <p>23 A. I did. I was part of that process.</p> <p>24 Mark Flessner was the corporation counsel at the</p>	<p>Page 48</p> <p>1 Q. When you reference research with respect</p> <p>2 to scope, these would be court decisions or labor</p> <p>3 arbitration or what decisions?</p> <p>4 A. These were court decisions.</p> <p>5 Q. Now, at the time did you review the</p> <p>6 collective bargaining agreement between the City of</p> <p>7 Chicago and the lieutenants?</p> <p>8 A. No, I did not.</p> <p>9 Q. Why not?</p> <p>10 A. My assessment of this complaint against</p> <p>11 Superintendent Johnson was that this complaint was</p> <p>12 about conduct he allegedly committed while he was a</p> <p>13 superintendent. I only thought about him as a</p> <p>14 superintendent. So it did not -- it did not -- I</p> <p>15 made the decision there was no need to do that.</p> <p>16 Q. In arriving at the decision to decline</p> <p>17 representation -- sorry.</p> <p>18 What was the basis for your decision?</p> <p>19 A. So the allegations contained in the</p> <p>20 complaint filed by the plaintiff against the City</p> <p>21 and Superintendent Johnson were not allegations</p> <p>22 that he was conducting duties, performing duties of</p> <p>23 a superintendent, of his role. They were</p> <p>24 allegations of sexual misconduct, sexual assault.</p>
<p>Page 47</p> <p>1 time, so it was ultimately his decision to</p> <p>2 represent Superintendent Johnson or not. But I</p> <p>3 addressed the complaint, I had conversations with</p> <p>4 my managing deputy, and I made the recommendation</p> <p>5 to my managing deputy that we decline and it was --</p> <p>6 she agreed and it was ultimately approved by</p> <p>7 Mr. Flessner.</p> <p>8 Q. And that led to your authoring of the</p> <p>9 letter of declination?</p> <p>10 A. Right. The letter was a collaborative</p> <p>11 effort. My chief Mark Bereyso assisted me, and</p> <p>12 Caryn Jacobs, the managing deputy, edited it.</p> <p>13 Q. So in making the decision to decline</p> <p>14 representation, what did you review, what did you</p> <p>15 look at?</p> <p>16 A. Yes. I reviewed the complaint that was</p> <p>17 filed by the plaintiff in that matter. Quite a</p> <p>18 lengthy complaint and I read it very carefully.</p> <p>19 And I also considered the legal research that my</p> <p>20 chief Mark Bereyso conducted at my direction to</p> <p>21 confirm, you know, my understanding of scope and</p> <p>22 that it hadn't changed in the years or months that</p> <p>23 I had had to think about scope in my role as a</p> <p>24 deputy. It doesn't come up that often.</p>	<p>Page 49</p> <p>1 And that was not within his role as a</p> <p>2 superintendent, not within his scope, and that is</p> <p>3 why I recommended that we decline.</p> <p>4 Q. Did you consider any of the allegations</p> <p>5 in the complaint to constitute the performance of</p> <p>6 police duties?</p> <p>7 A. Oh, definitely not.</p> <p>8 Q. Why not?</p> <p>9 A. The allegations -- he is alleged to have</p> <p>10 engaged in a pattern of repeated forcible sexual</p> <p>11 misconduct, including forcible oral sex, forcible</p> <p>12 vaginal sex. He was alleged to have ejaculated on</p> <p>13 this woman and called her his own, like branding.</p> <p>14 They didn't use false imprisonment, but there was</p> <p>15 an allegation that she was prevented from leaving</p> <p>16 rooms until she performed sexual acts with</p> <p>17 Superintendent Johnson. These are not duties and</p> <p>18 responsibility of a superintendent. This is not</p> <p>19 within the scope of Superintendent Johnson's job.</p> <p>20 Q. Prior to your decision to decline</p> <p>21 representation, did it make a difference to you</p> <p>22 whether the allegations in the civil complaint were</p> <p>23 true or false?</p> <p>24 A. No.</p>

Page 50	Page 52
<p>1 Q. Why not?</p> <p>2 A. This complaint -- I understand there are</p> <p>3 allegations. It's my job to defend, you know,</p> <p>4 complaints that come in against the City. I</p> <p>5 understand there are allegations. But true or</p> <p>6 false, the allegations are factual misconduct,</p> <p>7 whether it's sexual assault, rape, sexual</p> <p>8 harassment. None of that alleged conduct is within</p> <p>9 the scope, none of it.</p> <p>10 Q. Do you have before you your copy of your</p> <p>11 letter of declination?</p> <p>12 A. I do.</p> <p>13 Q. Which I believe is Joint Exhibit -- help</p> <p>14 me out here?</p> <p>15 MR. LEE: 6. I'm sorry. Exhibit 4.</p> <p>16 MR. JOHNSON: Got it. Got it.</p> <p>17 BY MR. JOHNSON:</p> <p>18 Q. I don't want to go into considerable</p> <p>19 detail here. If I could direct your attention to</p> <p>20 the second page.</p> <p>21 A. Yes.</p> <p>22 Q. The second full paragraph beginning</p> <p>23 "Although Ms. Donald's complaint."</p> <p>24 A. Yes.</p>	<p>1 MR. LEE: I'm ready.</p> <p>2 ARBITRATOR ROUMELL: Okay. Go ahead and</p> <p>3 cross.</p> <p>4 CROSS-EXAMINATION</p> <p>5 BY MR. LEE:</p> <p>6 Q. Okay. Does the superintendent of the</p> <p>7 Chicago Police report to the mayor of Chicago?</p> <p>8 A. That's correct.</p> <p>9 Q. Does the superintendent of Chicago</p> <p>10 Police Department, is he required to take direction</p> <p>11 from the mayor of the City of Chicago?</p> <p>12 A. Regarding his duties as a</p> <p>13 superintendent, yes. I'm sorry. As well as the</p> <p>14 general orders and special orders. Not just her.</p> <p>15 Q. The superintendent of the Chicago Police</p> <p>16 Department, is he or she required to follow the</p> <p>17 orders issued by the mayor of Chicago?</p> <p>18 A. If those orders were in line with his</p> <p>19 duties, that's correct.</p> <p>20 Q. Is following a lawful order within the</p> <p>21 scope of employment of a Chicago Police Department</p> <p>22 officer?</p> <p>23 A. A lawful order, can you tell me what you</p> <p>24 mean by that?</p>
Page 51	Page 53
<p>1 Q. I notice the references here to</p> <p>2 Section 745 -- 745 ILCS 10/9. What statute is</p> <p>3 that?</p> <p>4 A. The Tort Immunity Act.</p> <p>5 Q. That would be the statute applicable to</p> <p>6 employees -- public employees generally?</p> <p>7 A. Correct.</p> <p>8 ARBITRATOR ROUMELL: Wait a minute. What was</p> <p>9 it referring to?</p> <p>10 MR. JOHNSON: The Tort Immunity Act.</p> <p>11 ARBITRATOR ROUMELL: The what?</p> <p>12 MR. JOHNSON: The Illinois Tort Immunity Act.</p> <p>13 ARBITRATOR ROUMELL: Okay. Okay.</p> <p>14 MR. JOHNSON: Which you'll note parallels the</p> <p>15 provisions in the collective bargaining agreement</p> <p>16 but it's separate.</p> <p>17 ARBITRATOR ROUMELL: Go ahead.</p> <p>18 MR. JOHNSON: Just a moment. Can I have one</p> <p>19 moment?</p> <p>20 ARBITRATOR ROUMELL: Sure.</p> <p>21 (Brief pause in proceedings.)</p> <p>22 MR. JOHNSON: I have nothing further.</p> <p>23 ARBITRATOR ROUMELL: Do you need a few</p> <p>24 minutes, Mr. Lee, or are you ready?</p>	<p>1 Q. If a superior directs a Chicago Police</p> <p>2 Department member to perform something, orders them</p> <p>3 to do something and that's a lawful legal order to</p> <p>4 do something, are they required -- strike that --</p> <p>5 is following that order within the scope of their</p> <p>6 employment?</p> <p>7 A. Yes. It is within their duties</p> <p>8 performing as an officer, yes.</p> <p>9 Q. How did you derive or decide what the</p> <p>10 duties are of the superintendent of the Chicago</p> <p>11 Police Department?</p> <p>12 A. I did not look at a document. I believe</p> <p>13 his duties as a superintendent were at that time to</p> <p>14 direct the operations of the Chicago Police</p> <p>15 Department.</p> <p>16 Q. Did you --</p> <p>17 A. To defend the city. Sorry.</p> <p>18 Q. Did you perform any research to</p> <p>19 determine what his duties were prior to issuing</p> <p>20 your declination letter?</p> <p>21 A. No. I did not need to do that.</p> <p>22 Q. Why did you not need to do that?</p> <p>23 A. Based on these allegations, I didn't</p> <p>24 need to consult a document to see if he was allowed</p>

<p style="text-align: right;">Page 54</p> <p>1 to engage in sexual misconduct as superintendent of 2 police. I did not.</p> <p>3 Q. Is following a lawful order within the 4 scope of employment of the Chicago Police 5 Department lieutenant?</p> <p>6 A. Could you give me an example? I -- 7 legal order is very vague.</p> <p>8 Q. Not legal order. Lawful order.</p> <p>9 A. Lawful order.</p> <p>10 Q. Lawful. Did you need me to define what 11 that means.</p> <p>12 A. I'd like to know the jurisdiction. If 13 you're saying a lieutenant was ordered to follow a 14 directive --</p> <p>15 Q. I'll phrase it this way. I'll phrase it 16 this way. Is transferring a department member if a 17 Chicago Police Department has the authority to do 18 that, is that within the scope of employment?</p> <p>19 A. Yes.</p> <p>20 Q. Is transferring a department member if a 21 lieutenant has the authority to do so, is that 22 within his or her scope of employment?</p> <p>23 A. Yes.</p> <p>24 Q. Is the act of transferring a Chicago</p>	<p style="text-align: right;">Page 56</p> <p>1 representation for retired department members that 2 were party to the CBA upon retirement?</p> <p>3 A. Again I'm trying to think if I have a 4 case like that in the four years. I currently have 5 a case, but they're all exempt. I'd have to go 6 back in my case to see if I have personal knowledge 7 of what you just described.</p> <p>8 Q. When determining whether the City of 9 Chicago is required to pay for legal representation 10 of a Chicago Police Department member who is party 11 to collective bargaining agreement, the criteria 12 used to make that determination is found in the 13 member's CBA; is that correct?</p> <p>14 A. I don't know. I didn't look at a CBA. 15 I'm not a labor lawyer. He wasn't a lieutenant. 16 He was a superintendent.</p> <p>17 Q. Let me ask you if a lieutenant -- a 18 lieutenant is a party to a collective bargaining 19 agreement with the City of Chicago, correct?</p> <p>20 A. That's what I understand.</p> <p>21 Am I frozen?</p> <p>22 Q. No.</p> <p>23 A. He's frozen.</p> <p>24 Q. One second.</p>
<p style="text-align: right;">Page 55</p> <p>1 Police Department member to another unit within the 2 scope of employment of the superintendent of the 3 police department?</p> <p>4 A. Yes.</p> <p>5 Q. Your job was to determine whether 6 Mr. Johnson's -- whether Mr. Johnson performed acts 7 within the scope of employment during the 8 situations complained of in the complaint, correct?</p> <p>9 A. Yes.</p> <p>10 Q. And in the past the City has paid for 11 legal representation of retired Chicago police 12 departments [sic], correct?</p> <p>13 A. I'm trying to think of personally -- if 14 I have personal knowledge of that in my four years 15 if I had that situation come up. I'm not a labor 16 lawyer.</p> <p>17 Q. Is that you don't know?</p> <p>18 A. I don't know. I don't know. I don't 19 know.</p> <p>20 Q. Do you know if the City has paid for 21 legal representation of exempt members?</p> <p>22 A. Oh, definitely. Mr. -- Superintendent 23 Johnson.</p> <p>24 Q. Has the City paid for legal</p>	<p style="text-align: right;">Page 57</p> <p>1 How did you determine what criteria 2 to use to assess whether the City was going to 3 represent or decline -- strike that.</p> <p>4 What criteria did you use to 5 establish your analysis?</p> <p>6 A. So I read the complaint, as I indicated, 7 and then I asked my chief Mark Bereyso to do new 8 original research on scope and how the court had 9 defined scope to make sure that there wasn't a new 10 case that I wasn't aware of because I knew that 11 sexual misconduct allegations, sexual assault, that 12 those types of allegations gave the City the 13 authority to decline, but I wanted to confirm that 14 that hadn't changed in the couple of years it had 15 been that I have had to think about that.</p> <p>16 Q. Was Mr. Johnson a retired lieutenant of 17 the Chicago Police Department at the time the City 18 was notified of the lawsuit?</p> <p>19 A. When we received a lawsuit, I understood 20 Superintendent Johnson to be, yes, retired from the 21 CPD.</p> <p>22 Q. Did you know his rank upon retirement?</p> <p>23 A. No.</p> <p>24 Q. Did you take any steps to try and</p>

Page 58	Page 60
1 identify what his rank was upon retirement?	1 Q. The mere allegation of being an agent,
2 A. No.	2 you don't consider that to be within the scope of
3 Q. Do you know what his position with the	3 employment?
4 Chicago Police Department was upon retirement?	4 A. No, based on the 200 paragraphs included
5 A. Superintendent.	5 in this complaint.
6 Q. Did you take any research -- did you	6 Q. Please go to the Joint Exhibit No. 2.
7 take any steps to determine or research what his	7 Do you have it?
8 position was when he retired from the Chicago	8 A. I don't think I do.
9 Police Department?	9 MR. LEE: Mr. Johnson, can you tender a copy?
10 A. I knew him as a superintendent when he	10 Thank you.
11 announced his retirement in the news.	11 MR. JOHNSON: Yes.
12 Q. So is that a no, you didn't perform any	12 THE WITNESS: Thanks.
13 research to determine what position he held upon	13 BY MR. LEE:
14 retirement from the Chicago Police Department?	14 Q. Do you have that document in front of
15 A. To confirm my understanding, no. That	15 you?
16 he was superintendent, no.	16 A. I do.
17 Q. I'd like you to go to Joint Exhibit 4,	17 Q. Joint Exhibit No. 2, that's a copy of
18 please, which is your declination letter.	18 the complaint that's been filed in this action,
19 Do you have that in front of you?	19 correct?
20 A. I do. I have it right here.	20 A. Correct.
21 Q. On page 2 of that, which is	21 Q. And this is a copy of the complaint that
22 Bates-stamped 185, the third full paragraph you	22 you read -- that you read and made your assessment
23 state and conclude that Mr. Johnson was not acting	23 based off of, correct?
24 in his capacity as superintendent of police at the	24 A. That's correct. It might have had an
Page 59	Page 61
1 time of the events described in Ms. Donald's	1 attachment, an exhibit at the end, but this is the
2 complaint and this does not meet the required	2 body of the complaint. It might have had a right
3 conditions for representation and the City of	3 to sue letter is what I'm saying.
4 Chicago will not pay for Mr. Johnson's legal	4 Q. I'd like you to go to Bates stamp 132,
5 representation in this lawsuit.	5 paragraph 107, please.
6 Does that paragraph say that?	6 A. Yes.
7 A. That is correct.	7 Q. I'd like you to read that to yourself
8 Q. What were those required conditions that	8 for a moment, and I'll read it for the record.
9 you stated?	9 107 states, "Mayor Lightfoot directed
10 A. The allegations need to allege duties	10 Superintendent Johnson to dump plaintiff by
11 and responsibilities, that he allegedly engaged	11 removing plaintiff from Superintendent Johnson's
12 in -- usually a complaint they're complaining about	12 detail and sending plaintiff back to the First
13 it. So if they alleged he engaged in his	13 District, a demotion, away from CPD headquarters."
14 performance of duties or responsibilities	14 Is that what paragraph 107 says?
15 negligently or --	15 A. It does.
16 Q. Duties and responsibilities as	16 Q. Did you verify if that allegation
17 superintendent?	17 complained of was true or not?
18 A. Correct.	18 A. I did not talk to the mayor, no. I did
19 Q. One moment, please.	19 not -- I did not conduct an investigation of this
20 Ms. O'Keefe, did the complaint allege	20 complaint.
21 in any capacity that Mr. Johnson was acting within	21 Q. Did you just rely on the four corners of
22 his scope of employment?	22 the document, for lack of a better word, that
23 A. I believe the complaint said he was an	23 whatever was in the complaint was in the complaint?
24 agent. I think I said that in the letter.	24 You didn't do any outside investigation?

Page 62	Page 64
<p>1 A. Right. Right. In arriving at the</p> <p>2 decision to decline, I definitely read and</p> <p>3 evaluated the allegations in the complaint that was</p> <p>4 filed in October.</p> <p>5 Q. You didn't look at any police reports?</p> <p>6 A. No.</p> <p>7 Q. You didn't look at any job description</p> <p>8 or roles of a position within the Chicago Police</p> <p>9 Department?</p> <p>10 A. No.</p> <p>11 Q. Back to paragraph 107. You failed to</p> <p>12 consider this allegation when denying the payment</p> <p>13 of legal representation to Mr. Johnson, correct?</p> <p>14 A. Oh, no, no, not at all.</p> <p>15 Q. Well, you didn't indicate that you</p> <p>16 considered this allegation in the declination</p> <p>17 letter to Mr. Johnson, correct?</p> <p>18 A. There was many paragraphs I didn't cite</p> <p>19 to in this declination letter; I don't think I</p> <p>20 mentioned the ejaculation, no, along with many</p> <p>21 others.</p> <p>22 Q. Paragraph 110, same Bates stamp. I'll</p> <p>23 let you read that to yourself, and I'll read it for</p> <p>24 the record.</p>	<p>1 consider all the paragraphs.</p> <p>2 Q. But you didn't indicate that you</p> <p>3 considered, or didn't consider paragraph 110 in</p> <p>4 your declination letter to Mr. Johnson, correct?</p> <p>5 A. I didn't include several paragraphs, not</p> <p>6 just this one.</p> <p>7 Q. So is it your statement today that you</p> <p>8 didn't include paragraph 110 in your declination</p> <p>9 letter?</p> <p>10 MR. JOHNSON: Asked and answered.</p> <p>11 ARBITRATOR ROUMELL: Go ahead and ask the</p> <p>12 question again.</p> <p>13 BY MR. LEE:</p> <p>14 Q. Did you include paragraph 110 -- that</p> <p>15 you considered it in your declination letter to</p> <p>16 Mr. Johnson?</p> <p>17 A. I did not identify paragraph 110 in my</p> <p>18 letter, no.</p> <p>19 Q. In the declination letter to</p> <p>20 Mr. Johnson, you did not inform him that the City</p> <p>21 was not going to pay for legal representation</p> <p>22 because Mr. Johnson was not a party to the</p> <p>23 lieutenants collective bargaining agreement?</p> <p>24 A. No, I did not mention CBAs.</p>
Page 63	Page 65
<p>1 "After Mayor Lightfoot ordered</p> <p>2 Superintendent Johnson to remove plaintiff from his</p> <p>3 detail and demote plaintiff to the First District,</p> <p>4 Superintendent Johnson made the following</p> <p>5 derogatory remarks to the plaintiff referring to</p> <p>6 plaintiff as his music: 'That bitch, Mayor Lori</p> <p>7 Lightfoot, is trying to steal my music' and 'this</p> <p>8 tiny negro, Mayor Lori Lightfoot, is still</p> <p>9 clowning.'"</p> <p>10 Is that what paragraph 110 says?</p> <p>11 A. Yes, that's what it says.</p> <p>12 Q. You didn't verify if these allegations</p> <p>13 were true and correct?</p> <p>14 A. I cannot investigate the allegations in</p> <p>15 the complaint, no, before declining representation.</p> <p>16 No, I did not.</p> <p>17 Q. You did not verify if these allegations</p> <p>18 were true?</p> <p>19 A. No. I based my decision on the</p> <p>20 allegations, my decision to recommend declining.</p> <p>21 Q. You failed to consider paragraph 110 in</p> <p>22 your analysis when denying payment of legal</p> <p>23 representation to Mr. Johnson?</p> <p>24 A. No, I definitely did not fail to</p>	<p>1 Q. Did you communicate with Commander</p> <p>2 Rowling of the labor relations division regarding</p> <p>3 the declination?</p> <p>4 A. No. She was the superintendent. I did</p> <p>5 not believe I needed to do that.</p> <p>6 Q. Did you take any steps to verify if</p> <p>7 Mr. Johnson was ordered to remove Ms. Donald from</p> <p>8 her then current position?</p> <p>9 A. I'm sorry. Could you repeat that?</p> <p>10 Q. Sure.</p> <p>11 Did you take any steps to verify if</p> <p>12 Mr. Johnson was ordered to remove Ms. Donald from</p> <p>13 her then current position as complained of in the</p> <p>14 complaint?</p> <p>15 A. I did not investigate the veracity of</p> <p>16 the allegations in the complaint in making my</p> <p>17 declination. I think I've said that a couple</p> <p>18 times. I read the complaint, looked at the</p> <p>19 allegations carefully, consulted with my chief and</p> <p>20 then my boss.</p> <p>21 Q. So is that a no, you didn't verify if</p> <p>22 Mr. Johnson was ordered to remove Ms. Donald from</p> <p>23 her then current position?</p> <p>24 A. I did not investigate the allegations in</p>

Page 66	Page 68
<p>1 any of the paragraphs.</p> <p>2 MR. LEE: One moment, please. I tender the</p> <p>3 witness. No further questions.</p> <p>4 ARBITRATOR ROUMELL: I have some.</p> <p>5 EXAMINATION</p> <p>6 BY ARBITRATOR ROUMELL:</p> <p>7 Q. Ms. O'Keefe, do I understand that you</p> <p>8 based your decision on the reviewing and studying</p> <p>9 the complaint?</p> <p>10 A. That's correct.</p> <p>11 Q. You did no further investigation?</p> <p>12 A. That's correct.</p> <p>13 Q. You did not discuss the facts with Eddie</p> <p>14 Johnson?</p> <p>15 A. No, I did not.</p> <p>16 Q. Let me ask you this. You have four</p> <p>17 years in your position. Have you had occasion</p> <p>18 where a police officer had been sued along with the</p> <p>19 City for excessive force?</p> <p>20 A. No. That's a different division</p> <p>21 under -- in the law department. I don't handle</p> <p>22 excessive force cases or represent teams who do.</p> <p>23 Q. Let me ask you this. What type of cases</p> <p>24 do you review?</p>	<p>1 A. That's correct.</p> <p>2 Q. And you don't know what the people that</p> <p>3 are handling excessive force, you don't know what</p> <p>4 they do?</p> <p>5 A. No.</p> <p>6 ARBITRATOR ROUMELL: Any other questions?</p> <p>7 MR. JOHNSON: I have a couple of questions on</p> <p>8 redirect.</p> <p>9 REDIRECT EXAMINATION</p> <p>10 BY MR. JOHNSON:</p> <p>11 Q. Susan, do you have Joint Exhibit 2</p> <p>12 before you, the complaint?</p> <p>13 A. I do.</p> <p>14 Q. Okay. If I can ask you to turn to</p> <p>15 paragraph 110. You were asked a couple questions</p> <p>16 about that particular allegation.</p> <p>17 A. Yes. It's right here.</p> <p>18 Q. So, Susan, with respect to your decision</p> <p>19 to decline representation, did it make a difference</p> <p>20 to you whether the allegation in paragraph 110 was</p> <p>21 true or false?</p> <p>22 A. No, it didn't. 107 -- 110 needs to be</p> <p>23 read with 111, 12, 13, and 14, also.</p> <p>24 Q. You were asked a few questions about the</p>
Page 67	Page 69
<p>1 A. I have several Chicago Police Department</p> <p>2 cases. Most of them involve whistleblower</p> <p>3 allegations, that a superior took action against</p> <p>4 them because the plaintiff alerted some agency to</p> <p>5 misconduct within their unit or group.</p> <p>6 Q. Did you ever talk to the party that is</p> <p>7 the subject of the complaint? Do you ever talk to</p> <p>8 the superior? Do you make your recommendations or</p> <p>9 talk to the individual to find out the veracity of</p> <p>10 the complaint?</p> <p>11 A. We do need to do that to answer the</p> <p>12 complaint, so that happens. But that's after the</p> <p>13 decision is made that the allegations are within</p> <p>14 scope and that representation is offered and I</p> <p>15 believe always accepted. I don't remember anyone</p> <p>16 not accepting it when offered.</p> <p>17 Q. So, in other words, you -- in the cases</p> <p>18 you reviewed, prior to determining whether to</p> <p>19 represent, you based it on the four corners of the</p> <p>20 complaint?</p> <p>21 A. That's correct.</p> <p>22 Q. So I want to make sure I leave this</p> <p>23 correctly. Prior to your decisions, you do not</p> <p>24 talk to the defendants?</p>	<p>1 complaint alleging that Mr. Johnson was an agent of</p> <p>2 the City. Do you recall that?</p> <p>3 A. Yes.</p> <p>4 Q. Have you ever seen a complaint against a</p> <p>5 City of Chicago employee that didn't include that</p> <p>6 allegation?</p> <p>7 A. No. They often say this defendant was</p> <p>8 acting in the color of law or within the scope of</p> <p>9 their duties or they're an agent. They definitely</p> <p>10 want the deep pocket to be responsible.</p> <p>11 Q. For that allegation?</p> <p>12 A. Right.</p> <p>13 Q. You were asked some questions whether</p> <p>14 you undertook any actions or measures to</p> <p>15 investigate whether Mr. Johnson was anything other</p> <p>16 than a superintendent. Do you recall that?</p> <p>17 A. Yes.</p> <p>18 Q. Again going to the complaint, does</p> <p>19 anything in the complaint allege any action taken</p> <p>20 by Mr. Johnson in any capacity other than</p> <p>21 superintendent?</p> <p>22 A. No.</p> <p>23 Q. You indicated you have other employment</p> <p>24 cases. In other cases do you have -- do any of</p>

<p>Page 70</p> <p>1 those other cases involve lawsuits in which</p> <p>2 Mr. Johnson is a defendant?</p> <p>3 A. Yes.</p> <p>4 Q. And those are current cases?</p> <p>5 A. We have one current case where</p> <p>6 Superintendent Johnson is an individually named</p> <p>7 defendant and we are representing him in that case.</p> <p>8 We just got him dismissed out of a case in late</p> <p>9 2019. And we had another case with Superintendent</p> <p>10 Johnson. I believe it was resolved two years ago.</p> <p>11 And he was named individually and sued personally</p> <p>12 in all three of those cases.</p> <p>13 Q. And did the City provide representation</p> <p>14 in all three cases?</p> <p>15 A. Yes.</p> <p>16 Q. Did any of those three cases involve</p> <p>17 sexual conduct?</p> <p>18 A. No.</p> <p>19 Q. One second.</p> <p>20 ARBITRATOR ROUMELL: Second's over.</p> <p>21 MR. JOHNSON: I have nothing further.</p> <p>22 ARBITRATOR ROUMELL: Mr. Lee?</p> <p>23 MR. LEE: I have nothing based on that.</p> <p>24 ARBITRATOR ROUMELL: How long did you work for</p>	<p>Page 72</p> <p>1 COURT REPORTER: Sure.</p> <p>2 MR. LEE: Thank you.</p> <p>3 ARBITRATOR ROUMELL: Are you going to call</p> <p>4 him?</p> <p>5 MR. LEE: Not right now.</p> <p>6 ARBITRATOR ROUMELL: Thank you.</p> <p>7 Mr. Johnson, do you have any other</p> <p>8 witness at this time?</p> <p>9 MR. JOHNSON: No, subject to rebuttal.</p> <p>10 ARBITRATOR ROUMELL: According to my watch,</p> <p>11 it's about five minutes to 12 in Chicago. Could</p> <p>12 you check to see whether -- where your attorney is?</p> <p>13 MR. JOHNSON: Doing so right now.</p> <p>14 ARBITRATOR ROUMELL: All right. Fine.</p> <p>15 (Discussion had off the record.)</p> <p>16 (Lunch recess taken from</p> <p>17 11:57 a.m. to 12:38 p.m.)</p>
<p>Page 71</p> <p>1 the Board of Education?</p> <p>2 THE WITNESS: 15 years.</p> <p>3 ARBITRATOR ROUMELL: This is a trick question.</p> <p>4 Have you ever heard of the Supreme Court case</p> <p>5 Bradley vs. Milliken?</p> <p>6 THE WITNESS: Bradley versus who?</p> <p>7 ARBITRATOR ROUMELL: Milliken.</p> <p>8 THE WITNESS: No. Should I?</p> <p>9 ARBITRATOR ROUMELL: Particularly if I was the</p> <p>10 arbitrator you should.</p> <p>11 MR. JOHNSON: This is a failure on my part. I</p> <p>12 should have prepped her for that.</p> <p>13 ARBITRATOR ROUMELL: No, that's one of the --</p> <p>14 you've heard of Brown vs. Topeka Board of</p> <p>15 Education.</p> <p>16 THE WITNESS: Yes.</p> <p>17 ARBITRATOR ROUMELL: That's the subsequent</p> <p>18 case that I argued.</p> <p>19 THE WITNESS: Thank you for your service.</p> <p>20 ARBITRATOR ROUMELL: Thank you. Thank you</p> <p>21 very much.</p> <p>22 MR. LEE: Ms. Court Reporter, we have</p> <p>23 Mr. Riccio in the waiting room. Can you let him</p> <p>24 in?</p>	<p>Page 73</p> <p>1 A F T E R N O O N S E S S I O N</p> <p>2 (Whereupon Ms. Jennifer Kenedy</p> <p>3 joined the deposition</p> <p>4 proceedings.)</p> <p>5 (Witness duly sworn.)</p> <p>6 ARBITRATOR ROUMELL: Eddie Johnson, right?</p> <p>7 THE WITNESS: Correct.</p> <p>8 ARBITRATOR ROUMELL: Proceed.</p> <p>9 EDDIE JOHNSON,</p> <p>10 called as a witness herein, having been first duly</p> <p>11 sworn, was examined and testified as follows:</p> <p>12 D I R E C T E X A M I N A T I O N</p> <p>13 B Y M R. L E E:</p> <p>14 Q. Mr. Johnson, are you currently employed</p> <p>15 by the Chicago Police Department?</p> <p>16 A. No. I'm retired.</p> <p>17 Q. When did you retire from the Chicago</p> <p>18 Police Department?</p> <p>19 A. My official date was the 6th of</p> <p>20 December, 2019.</p> <p>21 ARBITRATOR ROUMELL: Could you speak a little</p> <p>22 louder because I can't hear you.</p> <p>23 MR. LEE: We'll try a different microphone.</p> <p>24</p>

Page 74	Page 76
<p>1 BY MR. LEE:</p> <p>2 Q. Mr. Johnson, are you currently employed</p> <p>3 by the Chicago Police Department?</p> <p>4 A. No. I'm retired.</p> <p>5 Q. When did you retire?</p> <p>6 A. My official last day of employment was</p> <p>7 the 6th of December, 2019.</p> <p>8 Q. And what was your rank when you retired</p> <p>9 from the Chicago Police Department?</p> <p>10 A. Lieutenant.</p> <p>11 Q. Prior to retiring as lieutenant from the</p> <p>12 Chicago Police Department, did you hold the</p> <p>13 position of superintendent?</p> <p>14 A. Yes, I did.</p> <p>15 Q. What was the date you first held the</p> <p>16 position of superintendent of the Chicago Police</p> <p>17 Department?</p> <p>18 A. 13 April 2016.</p> <p>19 Q. What was your rank immediately -- strike</p> <p>20 that.</p> <p>21 What was your rank immediately after</p> <p>22 you accepted the position of superintendent?</p> <p>23 A. My position was superintendent, but I</p> <p>24 still held the rank of lieutenant.</p>	<p>1 rights and protections of the union.</p> <p>2 Q. Did you still have your lieutenant's</p> <p>3 star when you were in the position of</p> <p>4 superintendent?</p> <p>5 A. Yes.</p> <p>6 Q. Did you still have your lieutenant's ID</p> <p>7 when you were in the position of superintendent?</p> <p>8 A. Yes.</p> <p>9 Q. When you took the position of</p> <p>10 superintendent, did the City ask you to tender your</p> <p>11 lieutenant's star?</p> <p>12 A. No.</p> <p>13 Q. When you were in the position of</p> <p>14 superintendent, did the City ask you to tender your</p> <p>15 lieutenant's ID?</p> <p>16 A. No.</p> <p>17 Q. Can you explain the difference between a</p> <p>18 rank and a position?</p> <p>19 A. So basically you have in the Chicago</p> <p>20 Police Department rank of patrolman, sergeant,</p> <p>21 lieutenant, captain. And the difference is those</p> <p>22 positions can never be taken from you. Once you</p> <p>23 make exempt, you can be removed from that position</p> <p>24 at the whim of the superintendent if it's below the</p>
Page 75	Page 77
<p>1 Q. So you maintained the rank of lieutenant</p> <p>2 until you were no longer in the position of</p> <p>3 superintendent?</p> <p>4 A. Correct.</p> <p>5 Q. And then after you were no longer in the</p> <p>6 position of superintendent, you were still under</p> <p>7 the rank of lieutenant?</p> <p>8 A. Correct.</p> <p>9 Q. While you were in the position of</p> <p>10 superintendent, were you a member of the</p> <p>11 Lieutenants Unit 156B?</p> <p>12 A. Yes.</p> <p>13 Q. Did you pay union dues to the</p> <p>14 lieutenants unit when you were in the position of</p> <p>15 superintendent?</p> <p>16 A. Yes.</p> <p>17 Q. Why was that?</p> <p>18 A. Because when you get moved to an exempt</p> <p>19 rank you no longer have the protections of union</p> <p>20 assistance unless you continue to pay into your</p> <p>21 union dues.</p> <p>22 Q. Did you continue to receive the benefits</p> <p>23 of being in the lieutenants association?</p> <p>24 A. Yes. You're still afforded all the</p>	<p>1 superintendent or at the whim of the mayor at any</p> <p>2 time.</p> <p>3 Q. How long did you serve as superintendent</p> <p>4 of the Chicago Police Department?</p> <p>5 A. From 13 April 2016 to I believe it was</p> <p>6 the 2nd of December of 2019.</p> <p>7 Q. And under what mayoral administrations</p> <p>8 did you serve as superintendent of the Chicago</p> <p>9 Police Department?</p> <p>10 A. Initially Mayor Rahm Emanuel and then</p> <p>11 Mayor Lori Lightfoot.</p> <p>12 Q. As superintendent of the Chicago Police</p> <p>13 Department, what were your duties?</p> <p>14 A. Basically I was the CEO of the Chicago</p> <p>15 Police Department responsible for policy making.</p> <p>16 Also the official spokesperson for the department.</p> <p>17 Q. Did you move subordinates within the</p> <p>18 department, if needed?</p> <p>19 A. Yes.</p> <p>20 Q. Did you make recommendations?</p> <p>21 A. Yes.</p> <p>22 Q. To whom did you make those</p> <p>23 recommendations?</p> <p>24 A. The city mayor.</p>

<p style="text-align: right;">Page 78</p> <p>1 Q. You just talked about some of the duties 2 you had as superintendent. Where did those duties 3 emanate from? 4 A. City ordinance, general orders, and 5 things of that nature. 6 Q. As superintendent, were part of your 7 duties traveling within the state? 8 A. Yes. 9 Q. For what purpose? 10 A. The mayor's office will require me 11 sometimes to go to Springfield and give testimony 12 at legislative hearings. 13 Q. As superintendent, were part of your 14 duties traveling outside the state? 15 A. Yes. 16 Q. For what purpose? 17 A. Sometimes they would have conferences 18 with all the major city chiefs and, you know, 19 different topics would be discussed. 20 Q. As superintendent, did you have the 21 power to promote department members? 22 A. Yes. 23 Q. As superintendent, did you have the 24 power to demote department members?</p>	<p style="text-align: right;">Page 80</p> <p>1 would give me direction on where she expected 2 police personnel to be. She may tell me what time 3 she wanted different places throughout the city 4 heavily protected, you know, things of that nature. 5 Q. Prior to October 17, 2019, did Mayor 6 Lightfoot ever give you an order to hire an 7 individual to the Chicago Police Department? 8 A. Yes. 9 Q. And who was that? 10 A. At the time there was a retired US 11 Marshal Jim Smith who was a civilian, and she 12 indicated to me that she wanted him to be the 13 commander of her detail unit. So initially I had 14 to get him hired with the City of Chicago Police 15 Department, and then after that was taken care of, 16 then I appointed him as the commander of her 17 detail. 18 Q. If you didn't follow these orders that 19 were issued by the mayor, what could have happened 20 to you? 21 A. I could have been removed from the 22 position of superintendent. 23 Q. On or after October 17, 2019, did Mayor 24 Lightfoot ever give you an order to transfer a</p>
<p style="text-align: right;">Page 79</p> <p>1 A. Yes. 2 Q. As superintendent, did you have the 3 power to transfer department members? 4 A. Yes. 5 Q. As superintendent, are all department 6 members your subordinates? 7 A. Yes. 8 Q. Did you have a superior? 9 A. Yes. The mayor of the City of Chicago. 10 Q. What made you believe she was your 11 superior? 12 A. That was designated by city ordinance. 13 Q. So under the Lori Lightfoot mayoral 14 administration, was Mayor Lori Lightfoot your 15 superior? 16 A. Yes. 17 Q. During her administration, did you take 18 any orders from her? 19 A. Yes. 20 Q. Generally, what type of orders would you 21 take from the mayor? 22 A. Example would be if we were anticipating 23 protests, we had, you know, intelligence indicating 24 we might have possible upheaval in the city, she</p>	<p style="text-align: right;">Page 81</p> <p>1 Chicago Police Department member? 2 A. Yes. 3 Q. When was that? 4 A. On October 17th I was summoned to a 5 meeting with her, and we discussed the incident 6 that had occurred the night before where I was the 7 subject of a traffic stop by the Chicago Police 8 Department. And during that meeting, we discussed 9 what my future with the City would be. And after 10 we discussed all of that, she indicated to me that 11 she wanted me to remove Officer Cynthia Donald from 12 my detail. 13 Q. Let me just step back a little bit. How 14 were you informed that this meeting was to take 15 place with the mayor? 16 A. Either my chief of staff informed me or 17 my director of communications, Anthony Guglielmi. 18 The chief of staff at that time was Robert Boik. 19 Q. Was it Mr. Guglielmi or Mr. Boik, either 20 of them, did they tell you that you were to have a 21 meeting with the mayor? 22 A. Correct. 23 Q. How was that information communicated to 24 you?</p>

Page 82	Page 84
1 A. Verbally.	1 Q. How long had she worked in the
2 Q. Did you subsequently go to this meeting	2 department as of October 17th, 2019?
3 with the mayor?	3 A. In my office or just the department in
4 A. Yes.	4 general?
5 Q. Who was present at this meeting with the	5 Q. In Unit 111.
6 mayor?	6 A. 111, she had been there since I believe
7 A. It was myself, Mayor Lightfoot, and her	7 May of 2016.
8 chief of staff Maurice Classen.	8 Q. Do you know what her job duties were or
9 Q. Where did this meeting take place?	9 her roles within Unit 111?
10 A. It was at a building in the downtown	10 A. Yeah. Initially when she came -- at the
11 area, but I can't recall the specific place.	11 time of my appointment as superintendent I was
12 Q. At this meeting did Mayor Lightfoot	12 involved in a lot of community meetings, a lot of
13 direct you to do something with a department	13 legislative meetings. And at the time Mayor Rahm
14 member?	14 Emanuel, one of his staffers told me I needed to
15 A. Yes.	15 get someone to go with me to these meetings that
16 Q. And did you perceive that direction to	16 would do nothing but take notes in the event that I
17 be an order from Mayor Lightfoot?	17 had to make responses to people afterwards.
18 A. Oh, yes, definitely.	18 And so when she initially came, that
19 Q. And what was that order?	19 was her job duty. She would go to meetings,
20 A. She told me that she had sources that	20 accompany me to these meetings, and take down
21 said -- had told her Officer Donald and I were	21 possible questions that citizens or aldermen had.
22 having a sexual relationship. She said that at	22 And then later on we would sit down and talk about
23 this time I want you to -- she actually said, I	23 what those questions were and I would tell her how
24 want you to send her back to the First District and	24 to respond to them.
Page 83	Page 85
1 I want that fucking shit done today. There will be	1 Q. When the mayor on October 17th, 2019,
2 no debate about it, no conversation. I want it	2 ordered you to move Ms. Donald, what was your
3 done and I want it done by the end of today.	3 response?
4 Q. Did you know who she was talking	4 A. I told her, You're the mayor. You want
5 about -- strike that.	5 her moved, I'll take care of that by the end --
6 Did you know who Mayor Lightfoot was	6 close of business today.
7 talking about?	7 Q. Did you ask her anything?
8 A. Yes. She referenced Officer Donald	8 A. Yes. When she told me she wanted her
9 several times during the conversation.	9 sent back to the First District, I just asked her,
10 Q. And would that be Ms. Cynthia Donald?	10 I said, Listen, can I talk to her to see where she
11 A. Correct.	11 wants to go so it wouldn't be perceived that there
12 Q. On October 17th, 2019, did you know	12 was any retaliation involved? Because it was an
13 Ms. Cynthia Donald?	13 abrupt thing, caught me totally off guard. So I
14 A. Yes.	14 just asked her could I at least talk to her to see
15 Q. In what capacity?	15 if she had any preferences to where she might want
16 A. She was at the time assigned as one of	16 to go.
17 my drivers. She was an alternate driver for my	17 Q. Did the mayor respond to your request?
18 detail.	18 A. Yes.
19 Q. Was she detailed to the superintendent's	19 Q. And what did she say?
20 office?	20 A. She said, Okay. I'll let you do that,
21 A. Correct. She was detailed to Unit 111,	21 but I want this shit done by the end of today.
22 which would be the superintendent's office.	22 Q. At this point I would like to turn your
23 Q. Was she your subordinate?	23 attention to Union Exhibit 1, which is
24 A. Yes.	24 Bates-stamped 003.

Page 86	Page 88
<p>1 In front of you do you have Union</p> <p>2 Exhibit 1?</p> <p>3 A. Yes.</p> <p>4 Q. What is this document?</p> <p>5 A. The title of it is "Class Title:</p> <p>6 Superintendent of Police." And it's basically a</p> <p>7 summation of the duties of superintendent.</p> <p>8 Q. Does this document contain a description</p> <p>9 of the characteristics of the class of</p> <p>10 superintendent of police?</p> <p>11 A. Yes.</p> <p>12 Q. And what does that say, that paragraph</p> <p>13 say?</p> <p>14 A. "Under direction of the mayor, the</p> <p>15 position functions as a chief executive officer of</p> <p>16 the Chicago Police Department responsible for the</p> <p>17 general management and control of the department.</p> <p>18 The position has full and complete authority to</p> <p>19 administer the department in a manner consistent</p> <p>20 with the ordinances of the city, the laws of the</p> <p>21 state, the US Constitution, and the rules and</p> <p>22 regulations of the board."</p> <p>23 Q. Based on Union Exhibit 1 in front of</p> <p>24 you, did you believe when you were in the position</p>	<p>1 meeting?</p> <p>2 A. Yes. We discussed briefly the incident</p> <p>3 that occurred the night before when the police</p> <p>4 stopped me, but the bulk of the meeting was</p> <p>5 discussing my future going forward and if I was</p> <p>6 going to retire and when that retirement would be.</p> <p>7 Q. Eventually the meeting concluded,</p> <p>8 correct?</p> <p>9 A. Correct.</p> <p>10 Q. When the meeting concluded -- strike</p> <p>11 that.</p> <p>12 When the meeting concluded, what were</p> <p>13 your thoughts as to your duties that you had to</p> <p>14 perform once you left that meeting?</p> <p>15 A. Well, I knew when I left the meeting I</p> <p>16 had to do a couple of things. One was advise my</p> <p>17 executive staff what was going on. But the thing</p> <p>18 that was going through my mind mostly was the fact</p> <p>19 that I had to move Officer Cynthia Donald out of my</p> <p>20 unit.</p> <p>21 Q. And once you left the meeting what did</p> <p>22 you do?</p> <p>23 A. Called my chief of staff and told him I</p> <p>24 wanted him, the first deputy Anthony Riccio, the</p>
Page 87	Page 89
<p>1 of superintendent you served at the pleasure of the</p> <p>2 mayor?</p> <p>3 A. Yes.</p> <p>4 Q. Based on the documentation in front of</p> <p>5 you, Union Exhibit 1, when you were in the position</p> <p>6 of superintendent, did you believe you had to</p> <p>7 follow the orders of the mayor?</p> <p>8 A. Yes.</p> <p>9 Q. Mr. Johnson, what made you believe you</p> <p>10 had the authority to move Ms. Donald after the</p> <p>11 mayor had given you that order?</p> <p>12 A. Because as superintendent I had the</p> <p>13 ability to move officers throughout the department.</p> <p>14 Q. When you were in the position of</p> <p>15 superintendent, you weren't permanently assigned to</p> <p>16 that position, correct?</p> <p>17 A. No.</p> <p>18 Q. Is it a fair comparison to say that you</p> <p>19 were detailed to the position of superintendent?</p> <p>20 A. Yeah, that's fair to say.</p> <p>21 Q. With respect to that meeting on</p> <p>22 October 17th, 2019, how long did that meeting last?</p> <p>23 A. Approximately an hour at the most.</p> <p>24 Q. Were other things discussed at this</p>	<p>1 director of communications Anthony Guglielmi, and</p> <p>2 the chief of patrol Fred Waller to meet me in my</p> <p>3 office.</p> <p>4 Q. Did you eventually return to</p> <p>5 headquarters?</p> <p>6 A. Yes.</p> <p>7 Q. What happened when you returned to</p> <p>8 headquarters?</p> <p>9 A. I gave them a brief summation of what</p> <p>10 occurred at the meeting with the mayor, and I told</p> <p>11 them at that point that I would be retiring at the</p> <p>12 end of the year. I also told them that the mayor</p> <p>13 ordered me to remove Cynthia Donald from my detail.</p> <p>14 Q. And who was present at this meeting at</p> <p>15 headquarters?</p> <p>16 A. Anthony Riccio, Robert Boik, Fred</p> <p>17 Waller, and Anthony Guglielmi.</p> <p>18 Q. How long did that meeting last?</p> <p>19 A. Probably somewhere between 30 and</p> <p>20 45 minutes.</p> <p>21 Q. At the conclusion of that meeting did</p> <p>22 you speak with anyone else individually?</p> <p>23 A. Yes.</p> <p>24 Q. And who was that?</p>

<p style="text-align: right;">Page 90</p> <p>1 A. I spoke to Anthony Riccio individually, 2 Fred Waller individually and -- Riccio, Waller, and 3 Anthony Guglielmi, spoke to all of them 4 individually. 5 Q. Let's start with Mr. Riccio. What did 6 you discuss with Mr. Riccio? 7 A. So I talked to him about -- I told him I 8 was going to talk to Officer Donald and see if she 9 had a preference as to where she wanted to go, and 10 after speaking to her, I would let him know some of 11 the options that she discussed and see if we can 12 get it done. 13 Q. Did he have any response? 14 A. He said, yeah, just let me know where 15 she wants to go and I'll ensure that it happens. 16 Q. You said you had an individual meeting 17 with Mr. Anthony Guglielmi? 18 A. Guglielmi, yes. Yes, I did. 19 Q. What was discussed in that individual 20 meeting? 21 A. Basically he said to me, Supe, listen, 22 the mayor is ordering you to get rid of Cynthia, so 23 I wouldn't screw around with that. I would get 24 that done as soon as possible.</p>	<p style="text-align: right;">Page 92</p> <p>1 know. 2 Q. How long did this meeting last? 3 A. Maybe about 10 minutes. 10, 15 minutes 4 at the most. 5 Q. Who was present for the meeting? 6 A. Just she and I. 7 Q. At the conclusion of the meeting did you 8 begin the process of transferring Ms. Donald? 9 A. Yes. 10 Q. And why were you beginning the process 11 to transfer Ms. Donald? 12 A. Because the mayor had ordered me to have 13 her moved by the close of business that day. 14 Q. How did you begin the process of 15 transferring Ms. Donald? 16 A. So after she gave me some suggestions on 17 where she may want to go, I talked to the first 18 deputy Anthony Riccio, I talked to the chief of 19 patrol at the time Fred Waller, and I also talked 20 to -- she mentioned records. I didn't know what 21 that entailed, but she mentioned that unit to me. 22 And at the time Chief Jonathan Lewin was in charge 23 of that particular unit, so I spoke to him also. 24 Q. What steps -- were any additional steps</p>
<p style="text-align: right;">Page 91</p> <p>1 Q. After you had these individual meetings 2 with the individuals you just described, did you 3 inform Ms. Donald that she was going to be 4 transferred? 5 A. Yes. 6 Q. When did you inform her? 7 A. Approximately 10 or 15 minutes after I 8 spoke to the larger group that we just talked 9 about, then I walked outside of my door and I saw 10 her sitting at her cubicle and I just kind of waved 11 for her to come to the office. 12 Q. Did she subsequently come to the office? 13 A. Yes. 14 Q. How did you relay the information to her 15 that was going to be transferred? 16 A. I just told her, I said, Listen, I just 17 left the meeting with the mayor. And people are 18 telling her that you and I are sleeping together. 19 I said, So she ordered me to move you. So I know 20 this is, you know, quite sudden. I know you have 21 child issues. I said, But I have to move you by 22 the end of the day. I said, So I know you've had 23 some thoughts about that before. So if you have 24 some thoughts about where you want to go, let me</p>	<p style="text-align: right;">Page 93</p> <p>1 taken? 2 A. Yes. So after she informed me of the 3 one that she thought would best suit her schedule, 4 I talked to Anthony Riccio and Jonathan Lewin about 5 moving to the records unit. 6 Q. Was Ms. Donald eventually transferred? 7 A. Yes. 8 Q. To where? 9 A. To records. I don't remember the unit 10 number, but it was on the second floor of the same 11 building. 12 Q. And to the best of your recollection, do 13 you know when she was transferred? 14 A. The transfer was done by close of 15 business that day. So the next day she was to 16 report to that unit. 17 Q. I'd like to turn your attention to Union 18 Exhibit 2, Bates-stamped 007. 19 Do you have Union Exhibit 2 in front 20 of you? 21 A. Yes. 22 Q. What document is this? 23 A. Chicago Police Department employee 24 assignment or detail history for Officer Cynthia</p>

<p>1 Donald. 2 Q. And is there a date on this document? 3 A. Yes. The document was generated 4 5 January 2021. 5 Q. Does this document list a detail end 6 date for Ms. Donald for detail ending on 19 October 7 2019? 8 A. Yes, it does. 9 Q. And what detail was ended on 19 October 10 2019? 11 A. Her detail to Unit 111, Office of the 12 Superintendent, was ended on that date. 13 Q. Does the document in front of you 14 indicate a new detail for Ms. Donald? 15 A. Yes. 16 Q. And what was the effective date of that 17 new detail? 18 A. 20 October 2019. 19 Q. I'd like to turn your attention to Union 20 Exhibit 3, Bates-stamped 009. 21 Are you at Union Exhibit 3? 22 A. Yes. 23 Q. What document do you have in front of 24 you?</p>	<p>Page 94</p>	<p>1 Q. And that's for Ms. Cynthia Donald, 2 correct? 3 A. Correct. 4 Q. And the A&As, briefly explain what that 5 is. 6 A. That's attendance and assignment sheet. 7 So it basically shows where the officer is and 8 whether or not they were at work on a particular 9 day. 10 Q. Does Bates stamp 65 of the A&A indicate 11 anything relative to the detailing of Ms. Donald? 12 A. Yes. It indicates where she was 13 detailed from. 14 Q. Does it indicate when her detail ended 15 from? 16 A. Yes. 17 Q. What was that date? 18 A. Detail ended 20 October '19. 19 Q. Does the document indicate that 20 Ms. Donald attended work on 17 October 2019? 21 A. Yes. 22 Q. Was she present at work on that day? 23 A. Yes. 24 Q. Does the document indicate that</p>	<p>Page 96</p>
<p>1 A. It's the A&A sheet involving -- (video 2 disruption). 3 COURT REPORTER: I'm sorry. The answer cut 4 out. I didn't hear the answer. 5 BY MR. LEE: 6 Q. Please turn your attention to Union 7 Exhibit 3. 8 A. Okay. 9 Q. Starting on Bates stamp 009. What is 10 this document in front of you? 11 A. It's an A&A sheet, or assignment and 12 attendance sheet for Officer Cynthia Donald. 13 Q. For what time period is listed on this 14 A&A sheet? 15 A. It says from 1 April 2016 through 16 31 December 2016. 17 Q. Please go to Bates stamp 51, 51. I'm 18 sorry. Bates stamp 65. 19 You just stated that the time period 20 began on May 11, 2016. Does, to the best of your 21 knowledge, Union Exhibit 3 contain the A&A for a 22 period from May 11, 2016, up to and including 23 21 October 2019? 24 A. Yes.</p>	<p>Page 95</p>	<p>1 Ms. Donald did not attend work for the dates of 2 18 October 2019 until 21 October 2019? 3 A. Yes. It indicates that she was not at 4 work on those days. 5 Q. After Ms. Donald was transferred, did 6 you inform Mayor Lightfoot that Ms. Donald had been 7 transferred? 8 A. I didn't inform her personally, no. 9 Q. Do you know if she was informed? 10 A. Yes. 11 Q. How do you know that? 12 A. Either my chief of staff Bob Boik or the 13 director of communications Anthony Guglielmi 14 informed me that they let her chief of staff 15 Maurice Classen know and that he informed her. 16 Q. Mr. Johnson, you previously stated that 17 you were in the position of superintendent until 18 December 2nd, 2019; is that correct? 19 A. Correct. 20 Q. Were you eventually removed from that 21 position as superintendent? 22 A. Yes. 23 Q. When was that? 24 A. That was the same day, 2nd of December,</p>	<p>Page 97</p>

Page 98	Page 100
1 2019.	1 A. Office of the Mayor, City of Chicago,
2 Q. And how were you notified that you were	2 Lori Lightfoot, Mayor.
3 no longer going to be in the position of	3 Q. In this letter does the mayor indicate
4 superintendent?	4 that you are relieved of your duties?
5 A. I was summoned to City Hall in the	5 A. Yes.
6 mayor's conference room and she verbally told me.	6 Q. In this letter does the mayor indicate
7 Q. How were you informed that this meeting	7 you are terminated from your employment for cause?
8 was to take place at City Hall?	8 A. Yes.
9 A. Either my chief of staff again or the	9 Q. What did you believe this to mean?
10 director of communications informed me to attend	10 A. I believed it to mean that I was
11 the meeting.	11 relieved of my duties as Chicago Police Department
12 Q. When did this meeting take place?	12 superintendent.
13 A. The 2nd of December.	13 Q. Is there a reason why you had that
14 Q. Who was present at this meeting?	14 belief?
15 A. Myself, Mayor Lightfoot, her chief of	15 A. Yes.
16 staff Maurice Classen, and her director of	16 Q. What was that reason?
17 communications, a female, but I don't recall her	17 A. Because I knew that serving as the
18 name.	18 superintendent was like a detail and you could be
19 Q. What happened at the meeting?	19 removed by the mayor at any time.
20 A. So at that time she read off a prepared	20 MR. LEE: Arbitrator Roumell, I just want to
21 letter stating, in summary, that due to the	21 be clear. We did move to admit this previously and
22 incident that occurred on the night of October 16th	22 this has been admitted, correct?
23 I would be relieved of my duties, terminated as	23 ARBITRATOR ROUMELL: Yes.
24 superintendent of the Chicago Police Department.	24 MR. LEE: Thank you.
Page 99	Page 101
1 Q. I'd like to turn your attention to Union	1 BY MR. LEE:
2 Exhibit 4, Bates-stamped 067.	2 Q. After you were removed from the position
3 I'm showing you Union Exhibit 4,	3 of superintendent, were you still employed by the
4 Bates-stamped 067; is that correct?	4 City of Chicago Chicago Police Department?
5 A. Correct.	5 A. Yes.
6 Q. Have you seen this document before?	6 Q. In what capacity?
7 A. Yes.	7 A. I was lieutenant.
8 Q. What is this document?	8 Q. Did the mayor fire you from the Chicago
9 A. It's a document that the mayor read off	9 Police Department?
10 to me explaining her cause for terminating me as	10 A. During the meeting, while she was
11 superintendent.	11 reading off the letter, she advised me that at that
12 Q. When did you receive this document?	12 point when I left I was no longer to be able to go
13 A. At that meeting.	13 to any police department facilities, go to 35th
14 Q. That meeting was at City Hall?	14 Street. And at that time I informed her that you
15 A. City Hall in her conference room on the	15 can relieve me of my duties as the superintendent
16 2nd of December.	16 but you can't fire me from the Chicago Police
17 Q. Is there a signature indicated on this	17 Department, that I was still a lieutenant, and as
18 document?	18 such, I could go anywhere in the police department
19 A. Yes.	19 that I chose to.
20 Q. Whose signature is that?	20 Q. So after you were removed by the mayor
21 A. Lori Lightfoot.	21 from the position of superintendent, did you return
22 Q. Is there a letterhead on this document?	22 to the position of lieutenant?
23 A. Yes.	23 A. Yes. I was always lieutenant, yes.
24 Q. And whose letterhead is that?	24 Q. How long did you remain with the Chicago

Page 102	Page 104
<p>1 Police Department after you were removed from the</p> <p>2 position of superintendent?</p> <p>3 A. So I remained a lieutenant until I</p> <p>4 believe it was that Friday, so that would be the</p> <p>5 6th of December.</p> <p>6 Q. And you retired from the Chicago Police</p> <p>7 Department as a lieutenant, correct?</p> <p>8 A. Correct.</p> <p>9 Q. Just to be clear, it is your</p> <p>10 understanding from the time you were placed in the</p> <p>11 position of superintendent of the Chicago Police</p> <p>12 Department until you retired on or about</p> <p>13 December 6th, 2019, you held the rank of</p> <p>14 lieutenant?</p> <p>15 A. Correct.</p> <p>16 Q. A civil suit was filed against you and</p> <p>17 the Chicago Police Department by Ms. Donald on</p> <p>18 October 14th, 2020, correct?</p> <p>19 A. Correct.</p> <p>20 Q. You were served a copy of the complaint?</p> <p>21 A. Yes.</p> <p>22 Q. Showing you Joint Exhibit 2, Joint</p> <p>23 Exhibit 2.</p> <p>24 Do you have Joint Exhibit 2 in front</p>	<p>1 served with the document.</p> <p>2 Q. So some point after October 14th, 2020,</p> <p>3 you were served with the document?</p> <p>4 A. Correct.</p> <p>5 Q. And then subsequent to being served with</p> <p>6 the document you notified who that you wanted legal</p> <p>7 representation or the City to pay for legal</p> <p>8 representation?</p> <p>9 A. So at the time I retained attorney</p> <p>10 Walter Jones who then reached out to the City of</p> <p>11 Chicago to inquire about them paying for my legal</p> <p>12 representation.</p> <p>13 Q. Did you receive a response from the</p> <p>14 City?</p> <p>15 A. Yes.</p> <p>16 Q. And how did that response come to you?</p> <p>17 A. It was sent to my lawyer at the time,</p> <p>18 Walter Jones.</p> <p>19 Q. And who did you receive a response from?</p> <p>20 A. I believe it was Susan O'Keefe.</p> <p>21 Q. And did that response indicate that the</p> <p>22 City would not provide you legal representation or</p> <p>23 pay for your legal representation for the civil</p> <p>24 action brought by Cynthia Donald?</p>
Page 103	Page 105
<p>1 of you?</p> <p>2 A. Yes.</p> <p>3 Q. Is that a copy of the complaint you were</p> <p>4 served with?</p> <p>5 A. Yes.</p> <p>6 Q. And the case number for that complaint</p> <p>7 is 2020 L 010986?</p> <p>8 A. Yes.</p> <p>9 Q. And, to your knowledge, this case was</p> <p>10 originally filed in the Circuit Court of Cook</p> <p>11 County?</p> <p>12 A. Yes.</p> <p>13 Q. And then, to your knowledge, it was</p> <p>14 subsequently removed to the Northern District of</p> <p>15 Illinois?</p> <p>16 A. Correct.</p> <p>17 Q. Did you request the City to provide</p> <p>18 legal representation to defend you in this action?</p> <p>19 A. Yes.</p> <p>20 Q. Did you request the City to pay for</p> <p>21 legal representation regarding this matter?</p> <p>22 A. Yes.</p> <p>23 Q. When did you make those requests?</p> <p>24 A. It would have been sometime after I was</p>	<p>1 A. That's correct.</p> <p>2 Q. Joint Exhibit 4, please. Please turn</p> <p>3 your attention to Joint Exhibit 4.</p> <p>4 Are you at Joint Exhibit 4?</p> <p>5 A. Yes.</p> <p>6 Q. Is this a copy of the letter that you</p> <p>7 received from the City of Chicago?</p> <p>8 A. Yes.</p> <p>9 Q. And this letter is a true and accurate</p> <p>10 representation of the letter you received from the</p> <p>11 City saying that they would not pay for legal</p> <p>12 representation for you?</p> <p>13 A. Correct.</p> <p>14 Q. Has the City provided you legal</p> <p>15 representation in a civil suit brought by</p> <p>16 Ms. Donald?</p> <p>17 A. No.</p> <p>18 Q. Has the City paid for legal</p> <p>19 representation in the civil suit brought by</p> <p>20 Ms. Cynthia Donald?</p> <p>21 A. No.</p> <p>22 MR. LEE: Nothing further.</p> <p>23 MR. JOHNSON: Mr. Arbitrator, can we have</p> <p>24 about five to ten minutes?</p>

<p>Page 106</p> <p>1 ARBITRATOR ROUMELL: Sure.</p> <p>2 MR. JOHNSON: Thank you.</p> <p>3 (Short recess.)</p> <p>4 MR. JOHNSON: Jennifer, if you're ready.</p> <p>5 Mr. Arbitrator and Jason, as we</p> <p>6 explained earlier this morning, Jennifer has some</p> <p>7 background that I don't have relevant to the</p> <p>8 individuals in this case. On behalf of the City,</p> <p>9 we're asking if she will conduct some of the</p> <p>10 cross-examination with respect to some of the</p> <p>11 testimony from Mr. Johnson a little bit today.</p> <p>12 ARBITRATOR ROUMELL: Well, the</p> <p>13 cross-examination will be limited to the area</p> <p>14 covered.</p> <p>15 MR. JOHNSON: Well, we'll see. As I said, I</p> <p>16 am not doing the cross. I think there are several</p> <p>17 areas that got opened here with respect on this,</p> <p>18 and I will -- you know, if Jennifer is okay with</p> <p>19 it, I'm happy with turning it over to her at this</p> <p>20 point.</p> <p>21 ARBITRATOR ROUMELL: All right. Go ahead.</p> <p>22 MR. JOHNSON: It will be responsive to</p> <p>23 Mr. Johnson's testimony, however.</p> <p>24 ARBITRATOR ROUMELL: Go ahead.</p>	<p>Page 108</p> <p>1 was on October 17th?</p> <p>2 A. I believe that was the date, yes.</p> <p>3 Q. Okay. It actually was October 18th. Do</p> <p>4 you have any reason to dispute that?</p> <p>5 A. No.</p> <p>6 Q. Okay. And that meeting actually took</p> <p>7 place at the Union League Club. Do you recall that</p> <p>8 now?</p> <p>9 A. Yes.</p> <p>10 ARBITRATOR ROUMELL: The Union what?</p> <p>11 MS. KENEDY: Union League Club. I apologize.</p> <p>12 Union League.</p> <p>13 ARBITRATOR ROUMELL: Okay.</p> <p>14 BY MS. KENEDY:</p> <p>15 Q. And, Mr. Johnson, isn't it true that you</p> <p>16 had a conversation by phone with Mayor Lightfoot</p> <p>17 the night before on October 17th?</p> <p>18 A. Repeat that.</p> <p>19 Q. Isn't it true that you had a phone call</p> <p>20 with the mayor the night before that meeting on</p> <p>21 October 17th?</p> <p>22 A. Yes.</p> <p>23 Q. You actually had reached out to her to</p> <p>24 give her a heads-up about being found in your car</p>
<p>Page 107</p> <p>1 MS. KENEDY: Thank you very much, and thank</p> <p>2 you for your courtesy in allowing me to sort of</p> <p>3 jump in a little bit delayed.</p> <p>4 CROSS-EXAMINATION</p> <p>5 BY MS. KENEDY:</p> <p>6 Q. Mr. Johnson, can you hear me, sir?</p> <p>7 A. Yes.</p> <p>8 Q. Good afternoon. My name is Jennifer</p> <p>9 Kenedy.</p> <p>10 I just wanted to follow up. You made</p> <p>11 some comments with respect to the mayor, and I</p> <p>12 wanted to talk to you a little bit about that. You</p> <p>13 used some -- it sounded like you were pretty upset</p> <p>14 with her that she told you to remove Officer Donald</p> <p>15 from the detail and you used some colorful language</p> <p>16 in your testimony.</p> <p>17 Am I accurately describing your</p> <p>18 demeanor with respect to that?</p> <p>19 A. No, I wasn't upset. I was caught off</p> <p>20 guard, but I wasn't upset. But the language that I</p> <p>21 used was the language that she used at the time of</p> <p>22 the conference.</p> <p>23 Q. Okay. And you mentioned that you had a</p> <p>24 meeting with her and Mr. Classen and you said it</p>	<p>Page 109</p> <p>1 and the optics that that might create to give her a</p> <p>2 heads-up; is that correct?</p> <p>3 MR. LEE: Objection, your Honor. Assumes</p> <p>4 evidence not admitted into evidence. I'm sorry.</p> <p>5 Facts not admitted into evidence.</p> <p>6 ARBITRATOR ROUMELL: I can't hear with you</p> <p>7 that mask.</p> <p>8 MR. LEE: My objection is it assumes facts</p> <p>9 that have not been admitted into evidence.</p> <p>10 ARBITRATOR ROUMELL: Well, it's</p> <p>11 cross-examination. I'll permit the question.</p> <p>12 BY MS. KENEDY:</p> <p>13 Q. Mr. Johnson, do you remember the</p> <p>14 question?</p> <p>15 ARBITRATOR ROUMELL: No. Repeat it.</p> <p>16 BY MS. KENEDY:</p> <p>17 Q. Okay. Isn't it -- wow, I'm echoing.</p> <p>18 Isn't it true that you had a</p> <p>19 telephone call with the mayor on the night before</p> <p>20 that meeting?</p> <p>21 A. Yes.</p> <p>22 Q. And that was the night after the</p> <p>23 incident in which you were found in your car and we</p> <p>24 all know what happened, okay, correct?</p>

<p style="text-align: right;">Page 110</p> <p>1 A. Correct.</p> <p>2 Q. Okay. And you called her to give her a</p> <p>3 heads-up about this incident because you realized</p> <p>4 that it might have not the best optics; is that</p> <p>5 fair?</p> <p>6 A. I called her because she was my boss and</p> <p>7 I didn't want her to get blindsided with it.</p> <p>8 Q. Correct. Because it wasn't the most</p> <p>9 positive news, correct?</p> <p>10 A. I -- that's fair to say.</p> <p>11 Q. Okay. And during that call, did you</p> <p>12 mention that you -- you said you had a couple</p> <p>13 drinks, correct?</p> <p>14 MR. LEE: Objection; outside the scope of</p> <p>15 direct testimony.</p> <p>16 ARBITRATOR ROUMELL: Well --</p> <p>17 MS. KENEDY: Do you want me to respond to</p> <p>18 that?</p> <p>19 ARBITRATOR ROUMELL: Yes, I do.</p> <p>20 MS. KENEDY: Okay. I think it's important to</p> <p>21 get into the frame of mind of the mayor that he</p> <p>22 gave very colorful testimony about her making the</p> <p>23 personnel decision with respect to or the personnel</p> <p>24 directive to him as superintendent. So I think</p>	<p style="text-align: right;">Page 112</p> <p>1 You told the mayor that you just --</p> <p>2 during that conversation in passing that you had a</p> <p>3 couple drinks at dinner, correct?</p> <p>4 A. Yeah. I told her I had a few drinks,</p> <p>5 yes.</p> <p>6 Q. Okay. In fact, the report says you said</p> <p>7 you had a couple drinks?</p> <p>8 MR. LEE: Objection. What report?</p> <p>9 BY MS. KENEDY:</p> <p>10 Q. Well, did you tell her you had a couple</p> <p>11 drinks, or did you tell her you had a few drinks?</p> <p>12 MR. LEE: There's a pending objection.</p> <p>13 ARBITRATOR ROUMELL: I'll permit the question.</p> <p>14 THE WITNESS: I told her I had a few drinks.</p> <p>15 ARBITRATOR ROUMELL: Okay. That's the answer.</p> <p>16 Let's move on.</p> <p>17 BY MS. KENEDY:</p> <p>18 Q. And then you indicated that the next day</p> <p>19 you went to a meeting with Mayor Lightfoot and</p> <p>20 Classen, correct?</p> <p>21 A. Correct.</p> <p>22 Q. And in that meeting she said she heard</p> <p>23 you might be having a sexual relationship with</p> <p>24 your -- a member of your detail, correct?</p>
<p style="text-align: right;">Page 111</p> <p>1 it's fair to go into what facts she was aware of</p> <p>2 and what she was told prior to that lunch meeting</p> <p>3 at the Union League Club that Mr. Johnson testified</p> <p>4 to.</p> <p>5 MR. LEE: Your Honor, that was not brought out</p> <p>6 during direct testimony in regards to the telephone</p> <p>7 conversation.</p> <p>8 ARBITRATOR ROUMELL: Well, I'll permit the</p> <p>9 question, but I hope you limit it because I'm not</p> <p>10 too sure I'm too impressed.</p> <p>11 MS. KENEDY: All right. I'll keep it short.</p> <p>12 BY MS. KENEDY:</p> <p>13 Q. Mr. Johnson, you didn't tell the truth</p> <p>14 during that conversation; isn't that correct?</p> <p>15 MR. LEE: Objection.</p> <p>16 ARBITRATOR ROUMELL: Now, wait a minute. You</p> <p>17 can ask him what he told the mayor.</p> <p>18 MS. KENEDY: Right, in that call.</p> <p>19 ARBITRATOR ROUMELL: Go ahead and ask that,</p> <p>20 but I don't want you to badger him.</p> <p>21 MS. KENEDY: Okay.</p> <p>22 BY MS. KENEDY:</p> <p>23 Q. You told the mayor -- all right. That's</p> <p>24 fair.</p>	<p style="text-align: right;">Page 113</p> <p>1 A. Correct.</p> <p>2 Q. Did you tell her that that member of</p> <p>3 your detail was the person you were having the</p> <p>4 drinks with two nights before?</p> <p>5 MR. LEE: Objection; outside the scope of</p> <p>6 direct.</p> <p>7 ARBITRATOR ROUMELL: I'll permit the question.</p> <p>8 THE WITNESS: She never asked. She carried</p> <p>9 the conversation. So she didn't really ask me the</p> <p>10 details of what had occurred that night at that</p> <p>11 meeting. She didn't ask me that.</p> <p>12 BY MS. KENEDY:</p> <p>13 Q. I'm sorry and that's my fault. I asked</p> <p>14 a confusing question. I'm talking about the phone</p> <p>15 call that you made on the 17th to give, what you</p> <p>16 said, your boss a heads-up about what happened</p> <p>17 where you said you had a few drinks.</p> <p>18 In that call where you were trying to</p> <p>19 advise her what happened, did you tell her that the</p> <p>20 person you had had the few drinks with was actually</p> <p>21 Officer Donald, the member of your detail?</p> <p>22 MR. LEE: I'll renew my objection because this</p> <p>23 is outside the scope of direct testimony. There</p> <p>24 was no testimony elicited regarding a phone</p>

<p style="text-align: right;">Page 114</p> <p>1 conversation that occurred on October 17th during</p> <p>2 the direct testimony of Mr. Johnson.</p> <p>3 ARBITRATOR ROUMELL: Well, here's the point.</p> <p>4 You put Mr. Johnson on the stand. You're talking</p> <p>5 about a conversation, a meeting that he had with</p> <p>6 the mayor and the chief of staff. And the</p> <p>7 cross-examination is probing that meeting and what</p> <p>8 led up to the meeting.</p> <p>9 I think it's proper</p> <p>10 cross-examination, but I'm suggesting that I'd like</p> <p>11 to see the cross-examination limited.</p> <p>12 MS. KENEDY: I will keep it as short as</p> <p>13 possible. Thank you.</p> <p>14 BY MS. KENEDY:</p> <p>15 Q. Mr. Johnson, during that phone call the</p> <p>16 night before that meeting, did you mention to the</p> <p>17 mayor that the person you were having a few drinks</p> <p>18 with was the member of your detail?</p> <p>19 A. No. During that conversation, I gave</p> <p>20 her a brief overview of what occurred. She never</p> <p>21 asked who I was with and, no, I never said.</p> <p>22 Q. Okay. You never told her it was a</p> <p>23 member of your detail because she didn't ask. You</p> <p>24 didn't think that was important for her to know?</p>	<p style="text-align: right;">Page 116</p> <p>1 you denied having a sexual relationship with</p> <p>2 Officer Donald, correct?</p> <p>3 MR. LEE: Objection, your Honor. Relevance.</p> <p>4 ARBITRATOR ROUMELL: I think it's a proper</p> <p>5 question.</p> <p>6 THE WITNESS: So at that meeting I told her</p> <p>7 Officer Donald and I were not sleeping together,</p> <p>8 yes.</p> <p>9 BY MS. KENEDY:</p> <p>10 Q. And were you, in fact, at that time and</p> <p>11 prior having a sexual relationship with Officer</p> <p>12 Donald?</p> <p>13 ARBITRATOR ROUMELL: Now, wait a minute.</p> <p>14 MR. LEE: Objection.</p> <p>15 ARBITRATOR ROUMELL: Is there an objection to</p> <p>16 that?</p> <p>17 MR. LEE: Yes, your Honor. Objection;</p> <p>18 relevance, outside the scope of direct.</p> <p>19 ARBITRATOR ROUMELL: How is that relevant?</p> <p>20 MS. KENEDY: Well, what I would suggest is he</p> <p>21 is questioning the conversation and the tone and</p> <p>22 what he was told to do by the mayor of Chicago when</p> <p>23 we are establishing that he lied to her not once,</p> <p>24 not twice, but several times, including how much he</p>
<p style="text-align: right;">Page 115</p> <p>1 MR. LEE: Objection. Counsel --</p> <p>2 ARBITRATOR ROUMELL: I'm going to sustain that</p> <p>3 one because he's answered the question and you can</p> <p>4 argue.</p> <p>5 MS. KENEDY: Okay.</p> <p>6 BY MS. KENEDY:</p> <p>7 Q. Mr. Johnson, so the next day at the</p> <p>8 meeting the mayor suggests to you that she's</p> <p>9 received information, whether it's through body cam</p> <p>10 footage or from other people, that suggests</p> <p>11 additional information about that night but that</p> <p>12 she heard from people you were having a sexual</p> <p>13 relationship with the member of your detail,</p> <p>14 Officer Donald.</p> <p>15 Do you remember that testimony?</p> <p>16 A. Say that again.</p> <p>17 Q. Do you remember your testimony that at</p> <p>18 this meeting with Mayor Lightfoot she told you that</p> <p>19 she had heard from others that you were having a</p> <p>20 sexual relationship with Officer Donald, the member</p> <p>21 of the detail you had been having a few drinks with</p> <p>22 the night before?</p> <p>23 A. Yes.</p> <p>24 Q. And during that meeting with the mayor,</p>	<p style="text-align: right;">Page 117</p> <p>1 drank, who he was with, and whether or not he was</p> <p>2 having a sexual relationship with her.</p> <p>3 MR. LEE: That assumes facts not put into</p> <p>4 evidence. He has not testified to any of that,</p> <p>5 that he lied to the mayor. He has not said that.</p> <p>6 MS. KENEDY: I'm not asking if he lied. I'm</p> <p>7 asking if he, in fact, was having a sexual</p> <p>8 relationship when he told the mayor he was not at</p> <p>9 that meeting.</p> <p>10 MR. LEE: And my objection is relevance,</p> <p>11 outside the scope of direct, and it's a compound</p> <p>12 question.</p> <p>13 MS. KENEDY: I think if you lie to your</p> <p>14 boss --</p> <p>15 MR. LEE: Objection.</p> <p>16 MS. KENEDY: -- that explains the personnel</p> <p>17 decisions that follow.</p> <p>18 MR. LEE: This is about legal representation</p> <p>19 and whether the City --</p> <p>20 ARBITRATOR ROUMELL: Will you mind letting me</p> <p>21 speak.</p> <p>22 The evidence that I have is that the</p> <p>23 mayor of Chicago believes in her conversation with</p> <p>24 the superintendent that he was having a sexual</p>

<p style="text-align: right;">Page 118</p> <p>1 relationship with a subordinate and directed him to</p> <p>2 transfer that individual to another unit.</p> <p>3 What more do I need, Ms. Kenedy?</p> <p>4 MS. KENEDY: That was a little bit in and out,</p> <p>5 but I think you said that you understand the</p> <p>6 testimony to be that she had information suggesting</p> <p>7 that he was having a sexual relationship and, as a</p> <p>8 result, he transferred Ms. Donald off his detail.</p> <p>9 And I do think it's relevant that in that same</p> <p>10 conversation he denied having a sexual relationship</p> <p>11 with Officer Donald and I think it's important to</p> <p>12 know whether, in fact, he was having a sexual</p> <p>13 relationship with Officer Donald at that time</p> <p>14 because he's suggesting that that was some order</p> <p>15 and some, you know -- and colorful language was</p> <p>16 used and he has denied having a sexual relationship</p> <p>17 with her at that time. And my question simply is</p> <p>18 was that true, were you, in fact, having a</p> <p>19 sexual --</p> <p>20 ARBITRATOR ROUMELL: And I guess my message to</p> <p>21 you is does that make any difference to me as a</p> <p>22 decision-maker.</p> <p>23 MS. KENEDY: If you're telling me that it does</p> <p>24 not, I will take that at face value.</p>	<p style="text-align: right;">Page 120</p> <p>1 objection. She summed up her argument and there</p> <p>2 was no question to Mr. Johnson. She summed up the</p> <p>3 argument to you. It's not relevant.</p> <p>4 ARBITRATOR ROUMELL: I'll take it under</p> <p>5 advisement. Let's move on.</p> <p>6 MS. KENEDY: Thank you. I'm finished. Thank</p> <p>7 you very much.</p> <p>8 MR. JOHNSON: And if I may, Mr. Arbitrator, as</p> <p>9 I indicated, Ms. Kenedy was handling the part of</p> <p>10 the cross dealing with certain issues with which --</p> <p>11 meetings with which she had some familiarity and</p> <p>12 some background. I have a couple of questions for</p> <p>13 Mr. Johnson. They have nothing to do with any of</p> <p>14 the areas that Ms. --</p> <p>15 ARBITRATOR ROUMELL: Go ahead and ask the</p> <p>16 questions.</p> <p>17 MR. JOHNSON: Sure.</p> <p>18 MR. LEE: Your Honor, I'd just like to make</p> <p>19 the objection that it's improper for two attorneys</p> <p>20 to go back and forth to pepper my witness with</p> <p>21 questions. It should have been only one attorney</p> <p>22 to ask the questions on cross-examination. It</p> <p>23 should not be two.</p> <p>24 MR. JOHNSON: And we've known each other for a</p>
<p style="text-align: right;">Page 119</p> <p>1 ARBITRATOR ROUMELL: Well, I don't care what</p> <p>2 you take it as. I just don't want to try the</p> <p>3 underlying case here.</p> <p>4 MS. KENEDY: Understood. And I'm just trying</p> <p>5 to get at what was in the mind of the mayor when</p> <p>6 she had the conversation with him about moving the</p> <p>7 security person off his detail who he was drinking</p> <p>8 with that night and who she had heard that he was</p> <p>9 having a sexual relationship and then denied it.</p> <p>10 So that's really -- if we're going to</p> <p>11 get into what the mayor said and use colorful</p> <p>12 language, I just think it's important to then get</p> <p>13 into the background of the conversations and what</p> <p>14 was said and whether it was truthful or not that</p> <p>15 led to the ultimate meeting where that conversation</p> <p>16 took place. But, I mean, I think I've covered all</p> <p>17 that ground.</p> <p>18 ARBITRATOR ROUMELL: I think you have.</p> <p>19 MR. LEE: Your Honor, I would like to move to</p> <p>20 strike that narrative, that speaking objection that</p> <p>21 Ms. Kenedy just elaborated on. I would like to</p> <p>22 have that stricken from the record.</p> <p>23 ARBITRATOR ROUMELL: On what basis?</p> <p>24 MR. LEE: It's irrelevant. It's a speaking</p>	<p style="text-align: right;">Page 121</p> <p>1 number of years. As we know, I don't do</p> <p>2 tag-teaming. But this is an unusual case. First</p> <p>3 it's handled on an extraordinarily expedited basis.</p> <p>4 We got this case within the last two weeks.</p> <p>5 ARBITRATOR ROUMELL: Hold on. Hold on. Let</p> <p>6 me talk, Mr. Johnson. This is arbitration. You</p> <p>7 guys are getting a little bit too formal. How many</p> <p>8 questions do you have, Mr. Johnson?</p> <p>9 MR. JOHNSON: Not more than four.</p> <p>10 ARBITRATOR ROUMELL: I'll let you ask.</p> <p>11 MR. JOHNSON: Thank you.</p> <p>12 ARBITRATOR ROUMELL: If Mr. Lee wants to be</p> <p>13 able to ask on cross or one of his associates wants</p> <p>14 to ask, that's fine, too. Keep this short.</p> <p>15 MR. JOHNSON: I will.</p> <p>16 CROSS-EXAMINATION</p> <p>17 BY MR. JOHNSON:</p> <p>18 Q. Good afternoon, Mr. Johnson.</p> <p>19 A. Good afternoon.</p> <p>20 Q. I just have a couple of questions.</p> <p>21 Excuse me.</p> <p>22 Prior to your becoming -- being</p> <p>23 appointed as superintendent, what position did you</p> <p>24 hold with the police department prior to I think it</p>

Page 122	Page 124
<p>1 was April of 2016?</p> <p>2 A. I was the chief of patrol.</p> <p>3 Q. And that is also an exempt position?</p> <p>4 A. Yes.</p> <p>5 Q. And at that point as the chief of patrol</p> <p>6 you served at the pleasure of whoever was</p> <p>7 superintendent at the time, correct?</p> <p>8 A. Correct.</p> <p>9 Q. And for approximately how long were you</p> <p>10 the chief of patrol, if you recall?</p> <p>11 A. I believe I was appointed chief of</p> <p>12 patrol early December of 2015 and then I served in</p> <p>13 that position until I was appointed interim</p> <p>14 superintendent.</p> <p>15 Q. Gotcha. Prior to 2015 when you were</p> <p>16 appointed to the acting chief of patrol, did you --</p> <p>17 were you -- what was your assignment or position</p> <p>18 then?</p> <p>19 MR. LEE: I'm going to object, Mr. Arbitrator.</p> <p>20 Mr. Johnson presented to you that he only had four</p> <p>21 questions and now we're on question number five.</p> <p>22 MR. JOHNSON: First question has to do with</p> <p>23 his history and the background, if he served in</p> <p>24 exempt positions within the department.</p>	<p>1 ranks you had in the department and when.</p> <p>2 THE WITNESS: Okay. So I was assigned as</p> <p>3 commander I believe in February of 2008 and I held</p> <p>4 that position until August of 2012 when I was</p> <p>5 assigned as deputy chief of Area 4. After that --</p> <p>6 after deputy chief, then that's when I was assigned</p> <p>7 as chief of patrol in December of 2015.</p> <p>8 ARBITRATOR ROUMELL: Then from there you</p> <p>9 became superintendent?</p> <p>10 THE WITNESS: Correct.</p> <p>11 MR. JOHNSON: I have a very focused question</p> <p>12 if I may, Mr. Arbitrator.</p> <p>13 MR. LEE: I'll renew my objection.</p> <p>14 MR. JOHNSON: Well, this is a response to</p> <p>15 direct.</p> <p>16 BY MR. JOHNSON:</p> <p>17 Q. So, Mr. Johnson --</p> <p>18 MR. LEE: There's a pending objection,</p> <p>19 Mr. Johnson.</p> <p>20 ARBITRATOR ROUMELL: All right. What's the</p> <p>21 question?</p> <p>22 MR. JOHNSON: The question is this. I'm going</p> <p>23 to ask -- I want to ask Mr. Johnson if -- assuming</p> <p>24 that the commander of Sixth District was his first</p>
Page 123	Page 125
<p>1 ARBITRATOR ROUMELL: Let's not argue.</p> <p>2 MR. LEE: I'm sorry. You broke up.</p> <p>3 ARBITRATOR ROUMELL: What's your question?</p> <p>4 MR. JOHNSON: The question is -- what I'm</p> <p>5 trying to find out is the sequence and the duration</p> <p>6 of exempt appointments that Mr. Johnson held prior</p> <p>7 to being appointed as superintendent in 2016.</p> <p>8 ARBITRATOR ROUMELL: All right. That's one</p> <p>9 question and Mr. Johnson didn't answer that.</p> <p>10 MR. JOHNSON: Well, I'm still -- we're getting</p> <p>11 to what those positions were. There were a series</p> <p>12 of these positions.</p> <p>13 MR. LEE: It sounds like there are a lot of</p> <p>14 questions that are coming from Mr. Johnson.</p> <p>15 MR. JOHNSON: All in one particular area.</p> <p>16 ARBITRATOR ROUMELL: Hold on. Hold on. Now,</p> <p>17 as I understand the position of the association is</p> <p>18 that the -- regardless of the exempt positions, at</p> <p>19 all times Eddie Johnson held the rank of</p> <p>20 lieutenant. Is that what I understand, Mr. Lee?</p> <p>21 MR. LEE: That is correct.</p> <p>22 ARBITRATOR ROUMELL: All right. I'm going to</p> <p>23 short-circuit this.</p> <p>24 Tell me, Eddie Johnson, what exempt</p>	<p>1 exempt appointment, prior to becoming the commander</p> <p>2 of the Sixth District, did he go on a leave of</p> <p>3 absence from his lieutenant rank position.</p> <p>4 MR. LEE: What is the relevance of that?</p> <p>5 MR. JOHNSON: This has to go -- this has to do</p> <p>6 with the assertion by the union that somehow</p> <p>7 Mr. Johnson, in the capacity as superintendent, has</p> <p>8 the protection of the lieutenants collective</p> <p>9 bargaining agreement. It's also in response to the</p> <p>10 testimony that Mr. Johnson was, quote-unquote,</p> <p>11 detailed to the position of superintendent. He was</p> <p>12 nothing of the sort. He was on a leave of absence.</p> <p>13 ARBITRATOR ROUMELL: I'll take the answer and</p> <p>14 let the two of you argue about it.</p> <p>15 What's the answer?</p> <p>16 THE WITNESS: So I never looked at it as</p> <p>17 having a leave of absence. When I was assigned as</p> <p>18 commander, I still maintained my lieutenant star,</p> <p>19 my lieutenant identification. I was still a union</p> <p>20 paying member. For example, if I was involved in a</p> <p>21 police shooting at the time, the union would be the</p> <p>22 entity that would come out to represent me at a</p> <p>23 police-involved shooting.</p> <p>24 Also, during that entire time that I</p>

Page 126	Page 128
<p>1 was exempt rank, all my identifications still</p> <p>2 identified me as lieutenant. An example of that</p> <p>3 was in any of the databases I was never given a</p> <p>4 different star number or badge number as an exempt</p> <p>5 rank member. I kept my lieutenant's badge number</p> <p>6 the entire time, and that's how I would be</p> <p>7 identified in the department's databases or</p> <p>8 anything like that.</p> <p>9 BY MR. JOHNSON:</p> <p>10 Q. Do you recall whether or not you applied</p> <p>11 for a leave of absence from your career service</p> <p>12 position of lieutenant in order to accept the</p> <p>13 noncareer service appointment of commander, if you</p> <p>14 recall?</p> <p>15 A. No.</p> <p>16 Q. With respect to the payment of union</p> <p>17 dues, the purpose of that, I believe -- I just want</p> <p>18 to confirm my understanding -- the purpose of that</p> <p>19 payment of union dues was that you would be covered</p> <p>20 by the union's legal defense benefit, correct?</p> <p>21 A. No. It -- you know, when we continue to</p> <p>22 pay into the union, it's to have all the rights and</p> <p>23 protections of that union.</p> <p>24 Q. So in terms of the rights and</p>	<p>1 nothing further.</p> <p>2 ARBITRATOR ROUMELL: Okay. Thank you.</p> <p>3 MR. LEE: Can we have one moment, your Honor,</p> <p>4 please? Two minutes, please.</p> <p>5 ARBITRATOR ROUMELL: No. You can have five.</p> <p>6 MR. LEE: Thank you.</p> <p>7 (Short recess.)</p> <p>8 ARBITRATOR ROUMELL: Are you ready?</p> <p>9 MR. LEE: We are ready.</p> <p>10 ARBITRATOR ROUMELL: Okay.</p> <p>11 MR. LEE: We have no redirect, your Honor.</p> <p>12 ARBITRATOR ROUMELL: No redirect?</p> <p>13 MR. LEE: That is correct. No redirect.</p> <p>14 ARBITRATOR ROUMELL: Okay. Thank you very</p> <p>15 much, Mr. Johnson.</p> <p>16 THE WITNESS: Thank you, sir.</p> <p>17 ARBITRATOR ROUMELL: Who is your next witness?</p> <p>18 MR. ANDRUZZI: Mr. Arbitrator, we're going to</p> <p>19 call Anthony Guglielmi.</p> <p>20 Did I do it phonetically correct?</p> <p>21 THE WITNESS: Close, but no.</p> <p>22 ARBITRATOR ROUMELL: I want you to do it</p> <p>23 again.</p> <p>24 MR. ANDRUZZI: Mr. Guglielmi, would you say</p>
Page 127	Page 129
<p>1 protections of that union, does that mean that if</p> <p>2 you worked more than 40 hours a week as</p> <p>3 superintendent you were entitled to overtime?</p> <p>4 ARBITRATOR ROUMELL: Wait a minute.</p> <p>5 MR. LEE: Objection.</p> <p>6 ARBITRATOR ROUMELL: Well, let me figure that</p> <p>7 out.</p> <p>8 BY MR. JOHNSON:</p> <p>9 Q. During the time that you were</p> <p>10 superintendent, did you file -- between April of</p> <p>11 2016 through December 2nd of 2019, did you file any</p> <p>12 grievances under the lieutenants collective</p> <p>13 bargaining agreement?</p> <p>14 MR. LEE: Objection; relevance.</p> <p>15 ARBITRATOR ROUMELL: How is that relevant?</p> <p>16 MR. JOHNSON: It has to do with their claim</p> <p>17 that somehow he's covered by, protected by, has all</p> <p>18 the rights and protections and privileges of the</p> <p>19 lieutenants collective bargaining agreement. They</p> <p>20 clearly weren't being applied to him.</p> <p>21 ARBITRATOR ROUMELL: Well, I'm sure there's a</p> <p>22 lot of officers who never filed grievances. You</p> <p>23 can ask, but I don't think it too relevant.</p> <p>24 MR. JOHNSON: Well, I can take a hint. I have</p>	<p>1 your name -- last name slowly for --</p> <p>2 ARBITRATOR ROUMELL: No. Could you spell your</p> <p>3 last name, please.</p> <p>4 THE WITNESS: Yes, sir. I will do both. Last</p> <p>5 name is Guglielmi, G-u-g- --</p> <p>6 ARBITRATOR ROUMELL: Wait a minute. Hold on.</p> <p>7 G -- spell it.</p> <p>8 THE WITNESS: G-u-g-l-i-e-l-m-i.</p> <p>9 ARBITRATOR ROUMELL: G-u-g-l-i-e-l-i.</p> <p>10 THE WITNESS: L-i-e-l-m-i.</p> <p>11 ARBITRATOR ROUMELL: M-i.</p> <p>12 THE WITNESS: Your Honor, you can call me</p> <p>13 Anthony if it's easier.</p> <p>14 ARBITRATOR ROUMELL: Okay.</p> <p>15 (Witness duly sworn.)</p> <p>16 ANTHONY GUGLIELMI,</p> <p>17 called as a witness herein, having been first duly</p> <p>18 sworn, was examined and testified as follows:</p> <p>19 DIRECT EXAMINATION</p> <p>20 BY MR. ANDRUZZI:</p> <p>21 Q. Good afternoon, Mr. Guglielmi. I</p> <p>22 slurred it so it may have been okay. I'm Joe</p> <p>23 Andruzzi. I represent Eddie Johnson at this</p> <p>24 hearing.</p>

Page 130	Page 132
1 Are you currently employed by the	1 know, then yes, I would be briefed on conversations
2 Chicago Police Department?	2 that he may have had with the mayor and I certainly
3 A. No, sir, I am not.	3 would know, having access to his schedule, when he
4 Q. Have you previously been employed by the	4 might meet with her.
5 Chicago Police Department?	5 Q. And when he had meetings with the mayor
6 A. Yes, sir, I was.	6 during your time you served under him, would you
7 Q. In what capacity?	7 ever accompany him to those meetings?
8 A. I was the chief communications officer.	8 A. Some. Many I would not, but sometimes I
9 I basically led the communications efforts for the	9 would be staffing him or accompanying him during
10 department.	10 those meetings, yes.
11 Q. And how long did you hold that position?	11 Q. And, generally, when Mr. Johnson would
12 A. I held that position from May of 2015	12 meet with the mayor, whether you were present or
13 through May of 2020.	13 not or I guess I would say or not, would he meet
14 Q. Who was your supervisor while you held	14 with you afterwards to discuss the meeting?
15 that position?	15 A. It depends. Yeah, if it had an aspect
16 A. The position reported to the	16 that had some type of communication consideration,
17 superintendent of police, so my supervisors were	17 whether it be communicating to employees or
18 Eddie Johnson and Garry McCarthy.	18 communicating to the public, then absolutely.
19 Q. I'd like to discuss the time you	19 Q. So I'd like to ask you specifically
20 reported to then superintendent Eddie Johnson. Can	20 about events that occurred on October 18th, 2019.
21 you tell me what your interaction was with	21 Do you recall if Superintendent Johnson was to meet
22 Mr. Johnson during that time?	22 with the mayor on that date?
23 A. So I was in charge of all the internal	23 A. I believe, yes, Superintendent Johnson
24 and external communications for the department and	24 did inform us that he met with the mayor on that
Page 131	Page 133
1 spokesman for the superintendent. So we had a	1 date.
2 fairly close relationship regarding matters of	2 Q. And do you recall if you were present at
3 public interest, anything that the department was	3 that meeting when he met with the mayor?
4 investigating or needed to communicate to the City.	4 A. I was not present at the meeting, no.
5 I also was the superintendent's public	5 Q. Did you meet with Mr. Johnson when he
6 representative -- (video disruption).	6 returned back from the meeting with the mayor?
7 MR. ANDRUZZI: Did the reporter -- were you	7 A. Yes. I met with Mr. Johnson after --
8 able to get all that?	8 Superintendent Johnson after.
9 COURT REPORTER: No. He broke up after	9 Q. And did he -- and at that meeting with
10 "public representative."	10 Mr. Johnson following his meeting with the mayor,
11 BY MR. ANDRUZZI:	11 did he discuss anything that was said during that
12 Q. Would you mind repeating the last	12 meeting?
13 portion, Mr. Guglielmi?	13 A. Yes. The superintendent briefed myself
14 A. Sure. I was the superintendent's public	14 and other members of his executive staff that the
15 representative to the media and at other community	15 mayor had directed him to move Officer Cynthia
16 matters.	16 Donald to the Information Technology Bureau in
17 Q. During that time, would Mr. Johnson make	17 response to incidents that occurred.
18 you aware of his daily schedule?	18 Q. And do you know who Cynthia Donald is?
19 A. Yes. I was part of the superintendent's	19 A. I do.
20 scheduling team, and I reviewed all aspects of his	20 Q. Let me -- strike that question.
21 schedule on a daily and weekly basis.	21 Did you know who Cynthia Donald was
22 Q. And would that include times where	22 at that time?
23 Mr. Johnson would have to meet with the mayor?	23 A. I did.
24 A. Sure. If there was a reason for me to	24 Q. And who was she?

<p>Page 134</p> <p>1 A. She is a member of the superintendent's 2 office staff and one of his security personnel and 3 driver. 4 Q. And did you have any follow-up 5 discussions between yourself and Mr. Johnson 6 regarding the mayor's order? 7 A. No. He briefed us on that directive. 8 And the reason, I'm assuming, for my being briefed 9 was to see if there were any type of considerations 10 for internal communication. 11 Q. And, to your knowledge, was Officer 12 Donald, in fact, removed from Mr. Johnson's 13 security detail to another position within the 14 department? 15 A. To my knowledge, yes. She was removed 16 from the Office of the Superintendent and moved to 17 the Information Technology Bureau. 18 Q. If you can just give me one moment, 19 please. Okay. I'm sorry. 20 Did you make anyone in the mayor's 21 office aware of the movement from -- of Officer 22 Donald from the superintendent detail to another 23 position? 24 A. I don't believe so. I will say this</p>	<p>Page 136</p> <p>1 R-i-c-c-o? 2 THE WITNESS: R-i-c-c-i-o. 3 ARBITRATOR ROUMELL: I apologize. 4 (Witness duly sworn.) 5 ANTHONY RICCIO, 6 called as a witness herein, having been first duly 7 sworn, was examined and testified as follows: 8 DIRECT EXAMINATION 9 BY MR. ANDRUZZI: 10 Q. Mr. Riccio, good afternoon, and I thank 11 you for your patience today. 12 Are you currently employed with the 13 Chicago Police Department? 14 A. No, I am not. 15 Q. Have you previously been employed with 16 the police department -- Chicago Police Department? 17 A. I was as a Chicago police officer for 18 34 years. I retired August 1st of 2020. 19 Q. And when you retired, what was your 20 rank? 21 A. My rank was lieutenant when I retired. 22 Q. And prior to retiring, what position in 23 the department did you -- were you assigned? 24 A. I was the first deputy superintendent.</p>
<p>Page 135</p> <p>1 caveat. I mean, I did communicate very closely 2 with the mayor's communications office. I don't 3 recall discussing this matter, but it's possible. 4 But I don't recall -- I wouldn't be the one to 5 communicate that to the mayor's office normally. 6 But if it came up during discussion, I just don't 7 recall. 8 MR. ANDRUZZI: I'll tender the witness. 9 MR. JOHNSON: Give me two seconds, please. 10 ARBITRATOR ROUMELL: Sure. 11 THE WITNESS: Yes, sir. 12 MR. JOHNSON: I'm back. No questions. 13 ARBITRATOR ROUMELL: Thank you. 14 MR. ANDRUZZI: Thank you, Mr. Guglielmi. And 15 I apologize for mispronouncing your name wrong 16 every time. 17 THE WITNESS: No problem. 18 MR. ANDRUZZI: Mr. Arbitrator, we're ready to 19 call -- the union calls Mr. Anthony Riccio as a 20 witness. 21 ARBITRATOR ROUMELL: Okay. 22 MR. ANDRUZZI: Mr. Riccio -- 23 ARBITRATOR ROUMELL: Wait a minute. Wait a 24 minute. I've got to write it down. That's</p>	<p>Page 137</p> <p>1 So in the command structure, I was number two under 2 Superintendent Johnson. 3 Q. And what were the dates that you were 4 assigned to that position? 5 A. I was assigned as a first deputy on 6 February 16th, 2018. And stepped down from that 7 position on July 16th, 2020. 8 Q. Mr. Riccio, you just testified that you 9 retired on August 1st of 2020. From the period of 10 July 16th, 2020, until August 1st, 2020, what 11 position did you hold within the department? 12 A. I was a lieutenant assigned to the 13 office of the first deputy. 14 Q. And what were your duties -- what were 15 your duties as first deputy of the Chicago Police 16 Department? 17 A. So as first deputy, there's a lot of 18 them. Basically you run the day-to-day operation 19 of the department. So I was in charge of virtually 20 everything that the superintendent was in charge of 21 in his absence. But it was really the day-to-day 22 operation of the entire department. 23 Q. Now, during those two weeks that you 24 said you were in that same position but as a</p>

<p style="text-align: right;">Page 138</p> <p>1 lieutenant, what were your duties?</p> <p>2 A. So I assisted in the transition with the</p> <p>3 new first deputy superintendent Eric Carter. And I</p> <p>4 assisted him until my retirement on August 1st.</p> <p>5 MR. ANDRUZZI: I'm sorry. Did he come</p> <p>6 through?</p> <p>7 ARBITRATOR ROUMELL: Yes, I heard him.</p> <p>8 MR. ANDRUZZI: Okay.</p> <p>9 BY MR. ANDRUZZI:</p> <p>10 Q. During your time as first deputy --</p> <p>11 either as first deputy or assigned to the office of</p> <p>12 the first deputy, who was your immediate</p> <p>13 supervisor?</p> <p>14 A. So there were several. Initially it was</p> <p>15 Superintendent Eddie Johnson. After Superintendent</p> <p>16 Eddie Johnson, it was the interim superintendent</p> <p>17 Charlie Beck and then finally David Brown when he</p> <p>18 came on board in April.</p> <p>19 Q. So I'd like to talk to you specifically</p> <p>20 about the time that you reported to then</p> <p>21 superintendent Eddie Johnson. Can you tell me how</p> <p>22 you interacted with Eddie Johnson during that time?</p> <p>23 A. Virtually every way you can think of.</p> <p>24 So we communicated through e-mails. We</p>	<p style="text-align: right;">Page 140</p> <p>1 headquarters in his absence. So oftentimes, he</p> <p>2 did. I wouldn't say he always let me know, but I</p> <p>3 would say most of the time he would let me know.</p> <p>4 Q. Were there times you would accompany</p> <p>5 Mr. Johnson to a mayor -- to a meeting with the</p> <p>6 mayor?</p> <p>7 A. Yes, many times.</p> <p>8 Q. When you didn't accompany him, would</p> <p>9 Mr. Johnson meet with you afterwards to discuss the</p> <p>10 meeting he had with the mayor?</p> <p>11 A. So most of the time he would because</p> <p>12 as -- in my role as the first deputy</p> <p>13 superintendent, it was my responsibility to carry</p> <p>14 whatever directive came from the mayor or came from</p> <p>15 the superintendent. So that would be relayed to me</p> <p>16 and then I would relay it out to the wider -- the</p> <p>17 chiefs or the entire department oftentimes. So,</p> <p>18 yeah, frequently we did discuss whatever the topic</p> <p>19 was that he talked to the mayor about.</p> <p>20 Q. So I'd like to specifically ask you</p> <p>21 about events that occurred on October 18th, 2019.</p> <p>22 Do you recall if Mr. Johnson was to meet with the</p> <p>23 mayor on that date?</p> <p>24 A. Yes, I do. Yes, he was.</p>
<p style="text-align: right;">Page 139</p> <p>1 communicated through telephone conversations. And</p> <p>2 we communicated face-to-face on a daily basis</p> <p>3 multiple times -- multiple times a day through</p> <p>4 every one of those methods.</p> <p>5 Q. Would Mr. Johnson make you aware of his</p> <p>6 daily schedule?</p> <p>7 A. Yes. So I would get information about</p> <p>8 his schedule from him directly, but also I had</p> <p>9 access to his calendar online. So I could simply</p> <p>10 log in and see what his calendar looked like for</p> <p>11 the day. But oftentimes, it was a phone</p> <p>12 conversation. He would call me up and say, I'm</p> <p>13 en route to this meeting, I'm en route to that</p> <p>14 meeting. So we had a lot of conversation about all</p> <p>15 that.</p> <p>16 Q. Would he let you know -- would</p> <p>17 Mr. Johnson let you know if he was going to meet</p> <p>18 with the mayor?</p> <p>19 A. Oftentimes, he would. If it was a</p> <p>20 schedule meeting, again, I would see it on his</p> <p>21 calendar. Oftentimes, if it was something that was</p> <p>22 not on his calendar, he would call me up and let me</p> <p>23 know that he was on his way to a meeting. A lot of</p> <p>24 times I would have to cover meetings at</p>	<p style="text-align: right;">Page 141</p> <p>1 Q. And did you attend the meeting with the</p> <p>2 mayor on that date?</p> <p>3 A. No, I did not.</p> <p>4 Q. Did you meet with Mr. Johnson when he</p> <p>5 returned back from his meeting with the mayor?</p> <p>6 A. Yes, I did.</p> <p>7 Q. And who was present during that meeting?</p> <p>8 A. It was myself, Bob Boik, who is his</p> <p>9 chief of staff, Fred Waller, who is the chief of</p> <p>10 patrol, and Anthony Guglielmi, who was the news</p> <p>11 affairs director.</p> <p>12 Q. And did Mr. Johnson share with you any</p> <p>13 information that he had obtained from that meeting?</p> <p>14 A. He did.</p> <p>15 Q. I'm sorry. And what was discussed?</p> <p>16 A. Yes, he did.</p> <p>17 Q. And can you tell me what you learned</p> <p>18 from Mr. --</p> <p>19 A. There were a couple things. He said</p> <p>20 that he had discussed a retirement date with the</p> <p>21 mayor and that that date -- he didn't want it</p> <p>22 publicly disclosed yet, but that was going to be at</p> <p>23 the end of the year he was going to retire from the</p> <p>24 department. And, secondly, that the mayor had</p>

<p style="text-align: right;">Page 142</p> <p>1 directed him to remove Cynthia Donald -- Police</p> <p>2 Officer Cynthia Donald from his security detail and</p> <p>3 reassign her.</p> <p>4 Q. And on October 18th, 2019, did you know</p> <p>5 who Officer Cynthia Donald was?</p> <p>6 A. Yes, I did. I knew her to be a member</p> <p>7 of his security detail.</p> <p>8 Q. And did you do anything to carry out --</p> <p>9 to assist Mr. Johnson in carrying out the directive</p> <p>10 of the mayor of Chicago?</p> <p>11 A. Yes, I did.</p> <p>12 Q. And what did you do?</p> <p>13 A. So in my role as the first deputy, all</p> <p>14 personnel movement comes through me. So</p> <p>15 whatever -- whoever we're moving has to be</p> <p>16 originated out of my office. So when the larger</p> <p>17 meeting ended with the members I just talked to you</p> <p>18 about, I stuck around and had a private</p> <p>19 conversation with the superintendent and asked him</p> <p>20 where he wanted Cynthia to be reassigned. And he</p> <p>21 told me hold off momentarily, that he was going to</p> <p>22 reach out to her and find out if there was an</p> <p>23 assignment that she preferred or that would work</p> <p>24 better for her than just reassigning her back to a</p>	<p style="text-align: right;">Page 144</p> <p>1 conversation with the mayor. So I moved her</p> <p>2 immediately that day rather than the following</p> <p>3 Sunday, which is how we would normally do it.</p> <p>4 MR. ANDRUZZI: If you can just give me one</p> <p>5 moment.</p> <p>6 ARBITRATOR ROUMELL: Sure.</p> <p>7 MR. ANDRUZZI: Okay. I'm sorry. I just have</p> <p>8 two more questions.</p> <p>9 BY MR. ANDRUZZI:</p> <p>10 Q. Mr. Riccio, during the time that you</p> <p>11 were in the position of first deputy</p> <p>12 superintendent, did you retain your -- what was</p> <p>13 your rank at that time?</p> <p>14 A. My rank was a lieutenant.</p> <p>15 Q. And did you retain your lieutenant star?</p> <p>16 A. Yes, I did.</p> <p>17 Q. And did you retain your lieutenant's ID</p> <p>18 card?</p> <p>19 A. Yes, I did.</p> <p>20 MR. ANDRUZZI: No further questions at this</p> <p>21 time. I'll tender over the witness.</p> <p>22 MR. JOHNSON: Can I just have three minutes?</p> <p>23 ARBITRATOR ROUMELL: Go ahead.</p> <p>24 MR. JOHNSON: Thanks.</p>
<p style="text-align: right;">Page 143</p> <p>1 district or a random assignment.</p> <p>2 Q. Did Mr. Johnson have the authority to</p> <p>3 make an assignment within the police department?</p> <p>4 A. Yes, he does.</p> <p>5 Q. So when he told you that needed to be</p> <p>6 done, you took that as an order?</p> <p>7 A. Correct.</p> <p>8 Q. And, to your knowledge, was Officer</p> <p>9 Donald reassigned from Mr. Johnson's security</p> <p>10 detail to another unit or position within the</p> <p>11 department?</p> <p>12 A. Yes. Shortly after that private meeting</p> <p>13 that we had the superintendent reached out to</p> <p>14 Cynthia and then he conveyed to me a little bit</p> <p>15 later, I don't remember how long, maybe an hour,</p> <p>16 maybe two hours, that she should be reassigned to</p> <p>17 the records division. So my office issued the</p> <p>18 order to reassign her, and that was effective that</p> <p>19 day. It was effective immediately as soon as I</p> <p>20 issued the order.</p> <p>21 Typically, when we issue orders to</p> <p>22 move people or transfer people, we do it on a</p> <p>23 Sunday. This was a Thursday, I believe, or a</p> <p>24 Friday. We did it immediately in light of his</p>	<p style="text-align: right;">Page 145</p> <p>1 (Brief pause in proceedings.)</p> <p>2 MR. JOHNSON: I am back. Just a couple of</p> <p>3 questions, if I may.</p> <p>4 ARBITRATOR ROUMELL: Wait until everybody gets</p> <p>5 here. Okay.</p> <p>6 CROSS-EXAMINATION</p> <p>7 BY MR. JOHNSON:</p> <p>8 Q. Good afternoon, Tony. It's good to see</p> <p>9 you again. I hope you're enjoying your retirement.</p> <p>10 A. Thanks, Dave. Good to see you as well.</p> <p>11 Thank you.</p> <p>12 Q. I just have a couple of questions.</p> <p>13 Can someone give the witness a copy</p> <p>14 of Union Exhibit 2?</p> <p>15 A. I, unfortunately, am not at the union</p> <p>16 office.</p> <p>17 Q. Oh, okay.</p> <p>18 So --</p> <p>19 ARBITRATOR ROUMELL: Can somebody lift it up</p> <p>20 and show it to him on the screen?</p> <p>21 MR. ANDRUZZI: If you just give me a minute,</p> <p>22 I'll try to do my best with this.</p> <p>23 ARBITRATOR ROUMELL: Can you, Mr. Johnson?</p> <p>24 MR. JOHNSON: If you have a copy of that.</p>

<p>Page 146</p> <p>1 MR. ANDRUZZI: Tell me if this works.</p> <p>2 THE WITNESS: You know what, Joe, it's</p> <p>3 impossible to see like that.</p> <p>4 I'm sorry, Dave. I can't see it</p> <p>5 through the screen.</p> <p>6 BY MR. JOHNSON:</p> <p>7 Q. As I understand your testimony, pursuant</p> <p>8 to your -- in your capacity as the first deputy at</p> <p>9 the time, I'm talking about October of 2019, you</p> <p>10 arranged for the detail of Officer Donald to</p> <p>11 records, I believe, correct?</p> <p>12 A. Correct.</p> <p>13 Q. And that's otherwise known as Unit 163?</p> <p>14 A. I believe it is 163, yes.</p> <p>15 Q. And is there another unit known as</p> <p>16 evidence and recovered property section, sometimes</p> <p>17 known as ERPS?</p> <p>18 A. Yes.</p> <p>19 Q. Do you know where that is located?</p> <p>20 A. ERPS is -- gosh, I don't know. There's</p> <p>21 a warehouse that it's located. It's off-site.</p> <p>22 It's not at headquarters, but I don't know exactly.</p> <p>23 Q. Perhaps near Homan Square somewhere?</p> <p>24 A. It's possible, yes.</p>	<p>Page 148</p> <p>1 as well.</p> <p>2 Q. And if you changed the detail from ERPS</p> <p>3 to records, shouldn't that be reflected in her</p> <p>4 detail history?</p> <p>5 A. Possibly. And now we get into kind of</p> <p>6 the minutia of how we move people around. The</p> <p>7 order to do that would have not come out until</p> <p>8 Sunday even though she was notified immediately</p> <p>9 that she was moved and not to report. So it's very</p> <p>10 possible that by Sunday we had cleared it up so the</p> <p>11 initial detail never went into -- never changed on</p> <p>12 her work history.</p> <p>13 And I know this gets a little</p> <p>14 confusing, but if we would have detailed her</p> <p>15 immediately that day, which we did, she's off the</p> <p>16 next two days and changes her mind. Whatever her</p> <p>17 decision was on Sunday is what's going to show up</p> <p>18 on her work history. It was very unusual.</p> <p>19 I mean, this is not how we normally</p> <p>20 move people. Normally we move people at a much</p> <p>21 more organized fashion, but in light of what was</p> <p>22 going on here with the mayor, we had to just kind</p> <p>23 of wing it, to be quite honest. But we tried to</p> <p>24 accommodate her as much as possible, and needless</p>
<p>Page 147</p> <p>1 Q. Is that Unit 167, if you know?</p> <p>2 A. I don't know offhand. I'm sorry.</p> <p>3 Q. Do you know why Officer Donald's detail</p> <p>4 history, which happens to be Union Exhibit 2, would</p> <p>5 reflect her being detailed to Unit 167, ERPS, if</p> <p>6 she was, in fact, working at -- in records?</p> <p>7 A. I believe that initially she wanted to</p> <p>8 go to records and then like within a couple days --</p> <p>9 she was -- her next couple days after this detail</p> <p>10 went into effect were her days off. Sometime over</p> <p>11 her days off she changed her mind about where she</p> <p>12 wanted to be assigned, and we accommodated her.</p> <p>13 So her detail would have changed</p> <p>14 without her ever actually physically showing up.</p> <p>15 So we tried to accommodate her request, basically,</p> <p>16 to be as accommodating as possible.</p> <p>17 Q. And her request was to go to records?</p> <p>18 A. I believe her initial request was to go</p> <p>19 to records and then she wanted to go to evidence</p> <p>20 and recovered property or it may have been vice</p> <p>21 versa, she wanted to go to evidence and recovered</p> <p>22 property and then to records. But whatever it is,</p> <p>23 she changed her mind and we tried to be as</p> <p>24 accommodating as possible so we changed the detail</p>	<p>Page 149</p> <p>1 to say, we had until the end of the day to do it,</p> <p>2 so we did it.</p> <p>3 Q. I appreciate that. I just have one more</p> <p>4 question for you.</p> <p>5 With respect to your holding the rank</p> <p>6 of lieutenant, I'm guessing that the first deputy</p> <p>7 position was not your first exempt rank assignment,</p> <p>8 correct?</p> <p>9 A. Correct.</p> <p>10 Q. When you first became a member -- an</p> <p>11 exempt -- when you first held an exempt position,</p> <p>12 if you recall, did you execute a leave of absence</p> <p>13 from your career service lieutenant position?</p> <p>14 A. I don't recall ever taking a leave of</p> <p>15 absence. To be honest, I don't recall. For</p> <p>16 clarification, for whatever it's worth, as a</p> <p>17 commander then a deputy chief then a chief then the</p> <p>18 first deputy, my signature was always the same, but</p> <p>19 where it asked for a star number, my lieutenant</p> <p>20 star number was on every document that I signed</p> <p>21 whether I was a commander, deputy chief, chief, or</p> <p>22 as the first deputy. So my signature was always</p> <p>23 Anthony Riccio, Star No. 193, which was my</p> <p>24 lieutenant's star because I did retain that rank of</p>

Page 150	Page 152
<p>1 lieutenant.</p> <p>2 Q. Well, you retained the star number,</p> <p>3 correct?</p> <p>4 A. Correct.</p> <p>5 Q. Isn't it a fact that -- or is it true</p> <p>6 that once you're appointed to an exempt position</p> <p>7 you retain the star number of your most recent</p> <p>8 career service rank for the duration of your time</p> <p>9 as an exempt; isn't that true?</p> <p>10 A. Correct. I always kept that star number</p> <p>11 193, yes.</p> <p>12 Q. And that's true of every person who is</p> <p>13 appointed to an exempt -- every sworn who is</p> <p>14 appointed to an exempt position from a career</p> <p>15 service rank; isn't that true?</p> <p>16 A. That is correct.</p> <p>17 MR. JOHNSON: Okay. I have nothing further.</p> <p>18 ARBITRATOR ROUMELL: Do you, Joe?</p> <p>19 MR. ANDRUZZI: The union has nothing further.</p> <p>20 EXAMINATION</p> <p>21 BY ARBITRATOR ROUMELL:</p> <p>22 Q. Let me ask you this question. When you</p> <p>23 retired, you were a lieutenant?</p> <p>24 A. That's correct.</p>	<p>1 BY MR. JOHNSON:</p> <p>2 Q. If I can just follow that up with one</p> <p>3 question just on the pension issue, Tony.</p> <p>4 In terms of the pension, your</p> <p>5 annuity, that is a function of the accommodation of</p> <p>6 the number of years of service?</p> <p>7 A. Correct.</p> <p>8 Q. But then also the salary as an exempt</p> <p>9 like the best four out of the last eight years of</p> <p>10 your appointment, correct?</p> <p>11 A. I think it's for that time. Yes, that's</p> <p>12 correct.</p> <p>13 Q. But you had more than three years as an</p> <p>14 exempt, correct?</p> <p>15 A. Yes. I had like 12, I think.</p> <p>16 Q. So your -- I think your testimony was</p> <p>17 you had 34 years on the job?</p> <p>18 A. Correct.</p> <p>19 Q. Your pension annuity reflects the salary</p> <p>20 you received as an exempt, correct?</p> <p>21 A. That's correct.</p> <p>22 Q. And it's higher -- the pension you</p> <p>23 receive now is higher than if you had spent, say,</p> <p>24 34 years solely as a bargaining unit lieutenant,</p>
Page 151	Page 153
<p>1 Q. Your retirement pay, is that based on</p> <p>2 the lieutenant?</p> <p>3 A. Yes, that's correct. It was based on</p> <p>4 being lieutenant.</p> <p>5 Q. In other words, as you're retired right</p> <p>6 now, you are receiving what a lieutenant would</p> <p>7 receive in retirement?</p> <p>8 A. Well, no. Like, my vacation hours, my</p> <p>9 court hours, all that is paid to me at the</p> <p>10 lieutenant's rank. My pension is based on how much</p> <p>11 I paid into the pension. So I'm not sure if you're</p> <p>12 asking about my pension or my -- like, my buyout,</p> <p>13 like, my vacation days, for example. I was paid as</p> <p>14 a lieutenant for my vacation days. My court hours,</p> <p>15 holiday hours, all that I have accrued over my</p> <p>16 career were all paid to me as lieutenant. Your</p> <p>17 pension is something completely different. That's</p> <p>18 based how much you pay into it.</p> <p>19 Q. Okay.</p> <p>20 A. So my pension is completely different,</p> <p>21 but all the hours that I was paid were paid at the</p> <p>22 lieutenant's rate.</p> <p>23 ARBITRATOR ROUMELL: Thank you.</p> <p>24 RECROSS-EXAMINATION</p>	<p>1 correct?</p> <p>2 A. Yes, it is.</p> <p>3 MR. JOHNSON: Thank you.</p> <p>4 MR. ANDRUZZI: May I follow up with a --</p> <p>5 ARBITRATOR ROUMELL: Of course.</p> <p>6 REDIRECT EXAMINATION</p> <p>7 BY MR. ANDRUZZI:</p> <p>8 Q. Since we're going to get into your</p> <p>9 pension, your pension, as you said, is based solely</p> <p>10 on the amount of money you put into the pension,</p> <p>11 correct?</p> <p>12 A. That's what it is. It's how much you</p> <p>13 contribute -- I get 75 percent of what I</p> <p>14 contributed in the best four of my last ten years.</p> <p>15 Q. So the fact that you were first deputy</p> <p>16 superintendent in and of itself and the ways that</p> <p>17 you were paid at that position does not matter as</p> <p>18 far as what pension you would receive, correct?</p> <p>19 A. Correct. It's the amount that you pay</p> <p>20 in. It's not the rank that you hold or the</p> <p>21 position that you hold. It's the amount that you</p> <p>22 pay in. You get 75 percent of that salaried</p> <p>23 amount.</p> <p>24 Q. And so had you been first deputy</p>

<p>Page 154</p> <p>1 superintendent for only one day prior to your 2 retiring, would that have been -- would you have 3 received a higher pension because you were first 4 deputy superintendent?</p> <p>5 A. No, no. It's the best four years out of 6 your last ten. So my pension is not based on my 7 superintendent -- my first deputy's salary. It's 8 partially based on chief, it's partially based on 9 deputy chief. So it's the best four years out of 10 the last ten years you last worked.</p> <p>11 Q. Just one last clarification. And that's 12 regardless of any position within the police 13 department?</p> <p>14 A. Yes, it is.</p> <p>15 MR. ANDRUZZI: No further.</p> <p>16 ARBITRATOR ROUMELL: Thank you.</p> <p>17 THE WITNESS: Thank you.</p> <p>18 MR. ANDRUZZI: Thank you, Anthony.</p> <p>19 ARBITRATOR ROUMELL: Okay. Do you have 20 another witness?</p> <p>21 MR. ANDRUZZI: Give me one moment.</p> <p>22 ARBITRATOR ROUMELL: Take the time you need.</p> <p>23 MR. ANDRUZZI: Is everyone here? The union 24 rests at this point.</p>	<p>Page 156</p> <p>1 though we had requested them to inform us in the 2 request for information.</p> <p>3 MR. JOHNSON: This is rebuttal.</p> <p>4 MR. LEE: I would object to her testimony.</p> <p>5 MR. JOHNSON: This is rebuttal.</p> <p>6 ARBITRATOR ROUMELL: What's she going to 7 rebut?</p> <p>8 MR. JOHNSON: She's going to rebut the 9 testimony, for example, from Mr. Johnson that he 10 had all the rights and protection of the 11 lieutenants collective bargaining agreement. It's 12 also going to contradict his testimony that he 13 doesn't recall filling out a leave of absence form 14 when he first became an exempt member.</p> <p>15 This goes directly to his testimony. 16 I didn't know that was going to be his testimony 17 today. This is rebuttal. Union is trying to make 18 the argument that somehow the lieutenants 19 collective bargaining agreement applies even when 20 you're serving as a superintendent. Frankly and 21 with all due respect, that's nonsense, but I'll 22 have a witness to testify to that.</p> <p>23 ARBITRATOR ROUMELL: Well, it's rebuttal.</p> <p>24 MR. LEE: Your Honor, it's our case-in-chief.</p>
<p>Page 155</p> <p>1 ARBITRATOR ROUMELL: Mr. Johnson?</p> <p>2 MR. JOHNSON: In that case, I think I have one 3 witness. If I can have five, ten minutes. I don't 4 think this will be terribly long.</p> <p>5 ARBITRATOR ROUMELL: All right. Who is the 6 witness?</p> <p>7 MR. ANDRUZZI: Who is the witness?</p> <p>8 MR. JOHNSON: The witness will be Commander 9 Rowling, and it will be addressing -- I'm an open 10 book. The subject matter of her testimony has to 11 do with the extent to which, if any, one's 12 appointment as an exempt member continues 13 protections under a collective bargaining 14 agreement. And this has to do with their defense 15 on the substantive arbitrability that somehow 16 notwithstanding their service and appointment and 17 salary as exempt members they are still, 18 quote-unquote, lieutenants.</p> <p>19 MR. LEE: Mr. Arbitrator, if I may, we sent a 20 request for information to opposing counsel. In 21 that request for information we asked for a list of 22 witnesses. This would be in Mr. Johnson's and 23 employer's case in chief. They did not inform us 24 that they intended to call Commander Rowling even</p>	<p>Page 157</p> <p>1 We rested our case-in-chief. This will be their 2 case-in-chief. This wouldn't be a rebuttal, per 3 se.</p> <p>4 MR. JOHNSON: Oh, come on.</p> <p>5 MR. LEE: So if it's their case-in-chief, 6 pursuant to the request for information, they 7 should have informed us that they were intending to 8 call Commander Rowling. We requested that 9 information.</p> <p>10 MR. JOHNSON: Nice try. Nice try. This is 11 obviously rebuttal.</p> <p>12 ARBITRATOR ROUMELL: What will she testify 13 again?</p> <p>14 MR. JOHNSON: In a couple minutes.</p> <p>15 ARBITRATOR ROUMELL: No. What is she going to 16 rebut?</p> <p>17 MR. JOHNSON: She's going to rebut the claims 18 that somehow the lieutenant collective bargaining 19 agreement continues to cover an individual when 20 they are serving in an exempt capacity or an exempt 21 appointment, which I understand to be the argument 22 the union is making here this afternoon.</p> <p>23 ARBITRATOR ROUMELL: Wouldn't that be made in 24 your case-in-chief?</p>

<p style="text-align: right;">Page 158</p> <p>1 MR. JOHNSON: I had no idea when we started at</p> <p>2 10:00 this morning that any of their witnesses</p> <p>3 would testify that they thought -- or that</p> <p>4 Mr. Johnson thought that he had -- I think -- I</p> <p>5 have written down has the rights and protections of</p> <p>6 the lieutenants collective bargaining agreement</p> <p>7 when he was the superintendent.</p> <p>8 MR. LEE: That matter was addressed when we</p> <p>9 had that conference call based on the employer's --</p> <p>10 MR. JOHNSON: No, it wasn't.</p> <p>11 MR. LEE: -- motion to request our request for</p> <p>12 information. They knew what we were going to</p> <p>13 present, and they knew our theory.</p> <p>14 MR. JOHNSON: No, that was not -- we were all</p> <p>15 on that conference call together. That was not</p> <p>16 what got discussed.</p> <p>17 MR. LEE: To my recollection, it was, but</p> <p>18 okay.</p> <p>19 ARBITRATOR ROUMELL: And suppose she did</p> <p>20 testify in rebuttal. Before we go any farther --</p> <p>21 I'll get back to that -- did you, ladies and</p> <p>22 gentlemen, enter into a stipulation about the</p> <p>23 mayor?</p> <p>24 MR. LEE: No, your Honor.</p>	<p style="text-align: right;">Page 160</p> <p>1 MR. LEE: The point that the union is making</p> <p>2 is that the mayor has the authority to issue an</p> <p>3 order to the superintendent which he must follow.</p> <p>4 ARBITRATOR ROUMELL: And you've established</p> <p>5 that?</p> <p>6 MR. LEE: We believe we have.</p> <p>7 ARBITRATOR ROUMELL: I don't think there's any</p> <p>8 question about that. Well, this is rebuttal. I'll</p> <p>9 permit to put her on as separate record and I</p> <p>10 may -- I'll let you make a separate record. I may</p> <p>11 dismiss it.</p> <p>12 MR. JOHNSON: Okay.</p> <p>13 ARBITRATOR ROUMELL: So we'll make a separate</p> <p>14 record. Okay.</p> <p>15 MR. JOHNSON: Can I have five minutes?</p> <p>16 ARBITRATOR ROUMELL: And limit your questions.</p> <p>17 MR. JOHNSON: I will.</p> <p>18 ARBITRATOR ROUMELL: And if there's anything</p> <p>19 you want to add that you want to call, either one</p> <p>20 of you, if you want to call --</p> <p>21 MR. JOHNSON: Okay. Can I have five minutes,</p> <p>22 then?</p> <p>23 ARBITRATOR ROUMELL: Of course.</p> <p>24 MR. JOHNSON: All right. Thank you.</p>
<p style="text-align: right;">Page 159</p> <p>1 ARBITRATOR ROUMELL: Is that correct,</p> <p>2 Mr. Johnson?</p> <p>3 MR. JOHNSON: Yes. There is no stipulation.</p> <p>4 What we do have are two things. One that -- City 1</p> <p>5 or 2, it's the compilation of ordinance and</p> <p>6 statutory provision and then we simply had the --</p> <p>7 we had testimony from the union today from several</p> <p>8 of their witnesses with respect to how they</p> <p>9 perceived the authority of the mayor with respect</p> <p>10 to the superintendent. There is no other</p> <p>11 stipulation as such.</p> <p>12 MR. LEE: There is also Union Exhibit 2, I</p> <p>13 believe it was -- sorry, Union Exhibit 1, the job</p> <p>14 description of a superintendent.</p> <p>15 MR. JOHNSON: There's that, yes.</p> <p>16 ARBITRATOR ROUMELL: So, in other words, if I</p> <p>17 just -- he does take orders or she takes orders</p> <p>18 from the mayor. That's the point the union has</p> <p>19 made.</p> <p>20 MR. JOHNSON: There's no question that the</p> <p>21 superintendent serves at the pleasure of the mayor,</p> <p>22 yes.</p> <p>23 ARBITRATOR ROUMELL: Well, I'm asking Mr. Lee.</p> <p>24 That's the point that the union is making?</p>	<p style="text-align: right;">Page 161</p> <p>1 ARBITRATOR ROUMELL: And if the lieutenant</p> <p>2 wants to testify even though he's counsel, he can.</p> <p>3 MR. JOHNSON: Got it. Okay. Thank you.</p> <p>4 (Short recess.)</p> <p>5 MR. LEE: Your Honor, before we begin, I'd</p> <p>6 like to renew my objection. The City has just</p> <p>7 tendered to us City Exhibit 3 via e-mail</p> <p>8 approximately four minutes ago. They failed to</p> <p>9 tender this document to us prior to today --</p> <p>10 ARBITRATOR ROUMELL: I can't hear you with</p> <p>11 that mask on. City has --</p> <p>12 MR. LEE: Approximately five minutes ago, your</p> <p>13 Honor, the City tendered to us a document that I</p> <p>14 expect for them to use in this upcoming testimony</p> <p>15 of Commander Rowling. This would be City</p> <p>16 Exhibit 3.</p> <p>17 We had requested a whole host of</p> <p>18 documents in our request for information. The City</p> <p>19 did not provide this to us. This is a surprise to</p> <p>20 us. And I think the City should be sanctioned for</p> <p>21 not supplying us with this document they intend to</p> <p>22 use and that they should be prohibited from</p> <p>23 questioning Commander Rowling.</p> <p>24 MR. JOHNSON: May I respond? We didn't have</p>

<p style="text-align: right;">Page 162</p> <p>1 this document before today. This is in direct 2 response to the testimony from Eddie Johnson that 3 he doesn't think that he filled out a leave of 4 absence when he went from his career service rank 5 of lieutenant to that of his first exempt 6 appointment as a commander. 7 Everybody does that. It caught me by 8 surprise that he would say that -- profess to not 9 have any knowledge of having done that. And this 10 is the proof in the pudding that he did, in fact, 11 execute a leave of absence. 12 ARBITRATOR ROUMELL: From the rank of 13 lieutenant? 14 MR. JOHNSON: From the rank of lieutenant to 15 accept -- this is from back in 2008 to accept his 16 first exempt appointment which at that time was a 17 commander. And he remained on this leave of 18 absence throughout the period of time he served in 19 an exempt capacity which is to say through, what is 20 it, December 2nd of 2019. 21 MR. LEE: Your Honor, it doesn't say anything 22 about resigning from his rank. It talks about his 23 positions. That's beside the point. We requested 24 this information prior to today's hearing. We had</p>	<p style="text-align: right;">Page 164</p> <p>1 vacation accumulated, so forth, at the lieutenant 2 rank. 3 MR. JOHNSON: Assuming they have dropped down 4 to that rank, yes. They have the option of 5 retiring as an exempt, but just about everyone 6 does, retires to the career rank because it's a 7 better payout, a more lucrative payout. 8 ARBITRATOR ROUMELL: All right. Here's what 9 I'm going to do. What document do you want, 10 Mr. Lee? 11 MR. LEE: Well, I would like -- the City has 12 provided us City Exhibit 3 which is in conflict to 13 our request for information, a violation of a 14 request for information, which number two says any 15 and all documents that form the basis of the 16 union's claim that the City is not honoring 17 Article 22 of the CBA, and number three, any and 18 all documents that support the union's claim that 19 the City is in violation of Article 22. 20 So if they had any supporting 21 documentation, they should have provided it to us 22 under the request for information number two, 23 request for information number three. They had 24 this documentation --</p>
<p style="text-align: right;">Page 163</p> <p>1 a conference call. And the City had this 2 information. They failed to tender it to us. This 3 is a complete surprise to us. It's prejudicial. 4 They should be sanctioned, not allowed to introduce 5 it nor allowed testimony from Commander Rowling. 6 They had this documentation. They had the 7 obligation to provide it to us. We requested 8 documents relevant to this in our request for 9 information. 10 MR. JOHNSON: You did not ask for this 11 document. I agree it's prejudicial because it 12 shows your witness was not telling the truth and it 13 completely undercuts the theory of the case that 14 you're advancing here today, but this wasn't 15 requested. 16 MR. LEE: Number 13, any and all documents 17 that detail the roles, duties, and powers of the 18 superintendent from April 1st, 2016, to 19 December 2nd, 2019. You didn't do that. 20 ARBITRATOR ROUMELL: All right. I'll render 21 my ruling. I think we're going back and forth. 22 I've got to bring some order to this. 23 The one thing I noted, Mr. Johnson, 24 is that when they cash out, they cash out for all</p>	<p style="text-align: right;">Page 165</p> <p>1 ARBITRATOR ROUMELL: I'm asking you a specific 2 question. 3 MR. LEE: Yes, sir. 4 ARBITRATOR ROUMELL: My specific question is 5 what document should they supply you with? 6 MR. LEE: Well, at that point we didn't know 7 that this document existed. They should have 8 provided City Exhibit 3 to us prior to today. So 9 they just provided it to us ten minutes ago. And 10 there's an alleged effective date on this document 11 of 2008, so they've been in possession of this 12 document for 12 years. 13 MR. JOHNSON: And their witness signed it. In 14 our motion to quash the request for production of 15 documents, we made it as clear as we possibly could 16 that our position in this case is that Mr. Johnson, 17 during his entire period of time covered by the 18 civil complaint, was functioning as a 19 superintendent, not as a lieutenant. And I didn't 20 know before today that Mr. Johnson would testify, 21 Oh, I don't know if I ever filled out a request 22 leave of absence. I think I'm still covered by 23 that contract. 24 MR. LEE: In our conference -- well, anyway.</p>

<p style="text-align: right;">Page 166</p> <p>1 ARBITRATOR ROUMELL: Well, then I guess we --</p> <p>2 MR. LEE: You raised the right of</p> <p>3 arbitrability. You say he shouldn't have been</p> <p>4 under the contract. So you had your theory of the</p> <p>5 case. So based on that, this would potentially</p> <p>6 support your theory of the case, but it should have</p> <p>7 been tendered to us. I'm not saying it does or</p> <p>8 doesn't, but you should have supplied it to us if</p> <p>9 you thought it was going to support your theory of</p> <p>10 the case that this case isn't arbitrable.</p> <p>11 MR. JOHNSON: Our theory of the case is that</p> <p>12 he was superintendent, period. He wasn't covered</p> <p>13 by the contract.</p> <p>14 ARBITRATOR ROUMELL: You can argue back and</p> <p>15 forth. I'm thinking about two alternatives.</p> <p>16 The one alternative is to adjourn</p> <p>17 this case for a second day and you make the</p> <p>18 document available and they -- do what you want to</p> <p>19 prepare for it.</p> <p>20 The second approach that I could take</p> <p>21 is to address the issue of whether under the</p> <p>22 lieutenant's contract this particular complaint is</p> <p>23 covered. If I decide that it is covered, then</p> <p>24 we'll convene again and determine whether or not</p>	<p style="text-align: right;">Page 168</p> <p>1 ARBITRATOR ROUMELL: Can you hear me, Joe?</p> <p>2 MR. ANDRUZZI: I can.</p> <p>3 ARBITRATOR ROUMELL: Yeah. Okay. Fine.</p> <p>4 Okay.</p> <p>5 Mr. Lee, what's your pleasure?</p> <p>6 MR. LEE: We don't want to bifurcate this.</p> <p>7 We've reviewed the document. We don't think it's</p> <p>8 relevant, but we'll proceed today without waiving</p> <p>9 our objection and I will probably renew our</p> <p>10 objection if they seek to admit this or use it in</p> <p>11 their examination of Commander Rowling.</p> <p>12 ARBITRATOR ROUMELL: All right. And then let</p> <p>13 me respond. I will honor your objections. When I</p> <p>14 use that word, I will consider your objections as I</p> <p>15 review this matter. If I agree with your</p> <p>16 objections, I'll note that in my opinion.</p> <p>17 Mr. Johnson?</p> <p>18 MR. JOHNSON: Yes.</p> <p>19 ARBITRATOR ROUMELL: Want to go ahead?</p> <p>20 MR. JOHNSON: Yes. We're prepared.</p> <p>21 ARBITRATOR ROUMELL: All right. I want</p> <p>22 everybody to understand there's been some objection</p> <p>23 to certain testimony. In fact, there's a motion to</p> <p>24 set aside the comments of Attorney Kenedy. And</p>
<p style="text-align: right;">Page 167</p> <p>1 Eddie Johnson is eligible under the lieutenant's</p> <p>2 contract.</p> <p>3 In other words, I am determined to</p> <p>4 give both parties all the leeway to present their</p> <p>5 cases. Now, we've been arguing back and forth.</p> <p>6 And if the union needs more time and they want to</p> <p>7 be able to review the document, we adjourn the</p> <p>8 case, set another date. Or we can proceed and I</p> <p>9 decide the issue on the merits and then come back</p> <p>10 to the issue of whether or not, based on my</p> <p>11 decision on the merits, whether Eddie Johnson is</p> <p>12 covered under the lieutenant's contract.</p> <p>13 I'm going to give both of you ten</p> <p>14 minutes to decide what you want to do. Or we can</p> <p>15 go ahead today. And I also indicated that I'd be</p> <p>16 willing to let Mr. Andruzzi testify as the</p> <p>17 lieutenant who can explain it a little more even</p> <p>18 though he's been a counsel in this case. So either</p> <p>19 way you want to go, let me know. Take ten minutes</p> <p>20 and come back.</p> <p>21 (Short recess.)</p> <p>22 ARBITRATOR ROUMELL: Are you all here?</p> <p>23 MR. LEE: Yes.</p> <p>24 MR. JOHNSON: Seems that way.</p>	<p style="text-align: right;">Page 169</p> <p>1 they will be given very serious consideration. We</p> <p>2 don't have a jury here.</p> <p>3 Please call the commander, and the</p> <p>4 commander will be called under objection. Mr. Lee,</p> <p>5 as I indicated, if you want to call Mr. Andruzzi,</p> <p>6 you may.</p> <p>7 MR. LEE: Thank you.</p> <p>8 (Witness duly sworn.)</p> <p>9 DONNA ROWLING,</p> <p>10 called as a witness herein, having been first duly</p> <p>11 sworn, was examined and testified as follows:</p> <p>12 DIRECT EXAMINATION</p> <p>13 BY MR. JOHNSON:</p> <p>14 Q. Commander, you're employed by the</p> <p>15 Chicago Police Department?</p> <p>16 A. I am.</p> <p>17 Q. And in what capacity or what position?</p> <p>18 A. I'm the commander of the labor relations</p> <p>19 division.</p> <p>20 Q. Is that formerly known as management and</p> <p>21 labor affairs section?</p> <p>22 A. Yes, it was.</p> <p>23 ARBITRATOR ROUMELL: You changed the name?</p> <p>24 THE WITNESS: Yes. Not me personally.</p>

<p style="text-align: right;">Page 170</p> <p>1 BY MR. JOHNSON:</p> <p>2 Q. As commander of the labor relations</p> <p>3 division, is that an exempt rank position?</p> <p>4 A. It is.</p> <p>5 Q. Prior to -- strike that.</p> <p>6 When were you appointed to the</p> <p>7 commander position?</p> <p>8 A. July 16th, 2020.</p> <p>9 Q. And what was your position with the</p> <p>10 police department prior to July 16th of 2020?</p> <p>11 A. I was a lieutenant.</p> <p>12 Q. And as a lieutenant, were you covered by</p> <p>13 the collective bargaining agreement between the</p> <p>14 lieutenant's association and the City of Chicago?</p> <p>15 A. I was.</p> <p>16 Q. Prior to --</p> <p>17 ARBITRATOR ROUMELL: Hold on. Hold on. Were</p> <p>18 you a lieutenant in charge of labor relations</p> <p>19 division?</p> <p>20 THE WITNESS: No. I was a sergeant in the</p> <p>21 labor relations division a few years ago when I was</p> <p>22 promoted to --</p> <p>23 ARBITRATOR ROUMELL: I mean currently.</p> <p>24 THE WITNESS: I currently am a commander in</p>	<p style="text-align: right;">Page 172</p> <p>1 ARBITRATOR ROUMELL: Did I hear an objection?</p> <p>2 MR. LEE: Yes, your Honor. Relevance.</p> <p>3 ARBITRATOR ROUMELL: Objection noted. Ask</p> <p>4 your question.</p> <p>5 MR. JOHNSON: Okay.</p> <p>6 BY MR. JOHNSON:</p> <p>7 Q. Prior to becoming --</p> <p>8 ARBITRATOR ROUMELL: The answer is -- all</p> <p>9 right. Go ahead.</p> <p>10 BY MR. JOHNSON:</p> <p>11 Q. Prior to becoming -- being appointed as</p> <p>12 commander of labor relations division, did you fill</p> <p>13 out any paperwork with respect to your career</p> <p>14 service position as lieutenant?</p> <p>15 A. Yes. I filled out a leave of absence</p> <p>16 form. It's a City of Chicago personnel form. And</p> <p>17 then I also filled out a Chicago Police Department</p> <p>18 PAR form requesting a leave of absence from my</p> <p>19 career service position.</p> <p>20 Q. When you were lieutenant, you had a star</p> <p>21 number?</p> <p>22 A. I did.</p> <p>23 Q. Do you have a star number now?</p> <p>24 A. I do.</p>
<p style="text-align: right;">Page 171</p> <p>1 the labor relations division.</p> <p>2 ARBITRATOR ROUMELL: I know that, but before</p> <p>3 you became commander, were you in the labor</p> <p>4 relations division?</p> <p>5 THE WITNESS: Not as a lieutenant.</p> <p>6 ARBITRATOR ROUMELL: Okay.</p> <p>7 BY MR. JOHNSON:</p> <p>8 Q. Where were you when you were lieutenant?</p> <p>9 A. I was in the Sixth District, and then I</p> <p>10 worked for the reform management group.</p> <p>11 Q. And with respect to both assignments,</p> <p>12 the Sixth District and the reform management</p> <p>13 assignment, during those times, were you covered by</p> <p>14 the lieutenants collective bargaining agreement?</p> <p>15 A. I was.</p> <p>16 Q. Terms and conditions of your appointment</p> <p>17 were governed by that contract?</p> <p>18 A. Correct.</p> <p>19 Q. Prior to becoming appointed as commander</p> <p>20 of labor relations division, did you take a leave</p> <p>21 of absence of any kind from your career service</p> <p>22 rank?</p> <p>23 MR. LEE: Objection; relevance.</p> <p>24 THE WITNESS: I did the day --</p>	<p style="text-align: right;">Page 173</p> <p>1 Q. Is it the same star number or a</p> <p>2 different star number?</p> <p>3 A. It's the same star number.</p> <p>4 Q. Is that always the case when one goes</p> <p>5 from a career service position to an exempt</p> <p>6 appointment?</p> <p>7 A. Yes. Your last career service rank star</p> <p>8 number stays with you. So if you were a lieutenant</p> <p>9 or captain, that's the star number you would</p> <p>10 retain.</p> <p>11 ARBITRATOR ROUMELL: I knew that.</p> <p>12 MR. JOHNSON: I didn't.</p> <p>13 BY MR. JOHNSON:</p> <p>14 Q. As the commander of the labor relations</p> <p>15 division, is your salary determined by the</p> <p>16 lieutenants collective bargaining agreement?</p> <p>17 A. No, it is not.</p> <p>18 Q. How about overtime? Do you get overtime</p> <p>19 pursuant to the lieutenants collective bargaining</p> <p>20 agreement?</p> <p>21 A. I do not.</p> <p>22 Q. Do you get -- do you receive duty</p> <p>23 availability allowance?</p> <p>24 A. I do not.</p>

Page 174	Page 176
<p>1 Q. If something happened to you while you</p> <p>2 were still a labor relations -- commander of labor</p> <p>3 relations division, could you file a grievance</p> <p>4 under the lieutenants collective bargaining</p> <p>5 agreement?</p> <p>6 A. I could not.</p> <p>7 Q. Now, do you happen -- as we sit here</p> <p>8 today, January of 2021, do you pay dues to the</p> <p>9 lieutenant's union?</p> <p>10 A. Technically, I do not because there's a</p> <p>11 hiccup with payroll. However, I did request</p> <p>12 payroll to continue paying my dues to the</p> <p>13 lieutenant's association.</p> <p>14 Q. And why would you do that?</p> <p>15 A. Because when I was promoted --</p> <p>16 MR. LEE: Objection. Objection; relevance,</p> <p>17 your Honor.</p> <p>18 ARBITRATOR ROUMELL: I really think -- I'm not</p> <p>19 so sure it's relevant why she does it. Johnson</p> <p>20 said why he does it. What's the relevance?</p> <p>21 MR. JOHNSON: This will be brief. Offer of</p> <p>22 proof. You paid dues not so they have the</p> <p>23 application of the collective bargaining agreement,</p> <p>24 but to be able to be a beneficiary of the legal</p>	<p>1 BY MR. JOHNSON:</p> <p>2 Q. What is City Exhibit 3?</p> <p>3 A. City Exhibit 3 is a personnel action</p> <p>4 request form for Eddie Johnson.</p> <p>5 Q. And the date?</p> <p>6 A. Is 16 March 2008.</p> <p>7 Q. Does this bear any -- does this form,</p> <p>8 City Exhibit 3, bear any resemblance to the leave</p> <p>9 of absence document when you resigned from the</p> <p>10 labor relations division?</p> <p>11 MR. LEE: Once again, your Honor, objection.</p> <p>12 Relevance. This is about Mr. Johnson, not</p> <p>13 Commander Rowling, in this case.</p> <p>14 ARBITRATOR ROUMELL: Well, is it the same type</p> <p>15 of form?</p> <p>16 BY MR. JOHNSON:</p> <p>17 Q. Donna?</p> <p>18 A. It is, yes. It is the same form.</p> <p>19 ARBITRATOR ROUMELL: All right. Fine. Can we</p> <p>20 move on?</p> <p>21 MR. JOHNSON: Yeah, I think so. One second,</p> <p>22 please.</p> <p>23 ARBITRATOR ROUMELL: Wait a minute. She</p> <p>24 changed. She changed to the other side.</p>
Page 175	Page 177
<p>1 defense plan so that if you're whistled down to</p> <p>2 COPA or Internal Affairs to have to give a</p> <p>3 statement, as any department member, you're</p> <p>4 entitled to bring a lawyer, your own lawyer. And</p> <p>5 by virtue of being a participant or beneficiary of</p> <p>6 the legal defense plan sponsored by PBPA, she gets</p> <p>7 a qualified lawyer at a better rate.</p> <p>8 ARBITRATOR ROUMELL: At a better rate?</p> <p>9 THE WITNESS: That's my understanding.</p> <p>10 ARBITRATOR ROUMELL: Okay. Any other</p> <p>11 questions?</p> <p>12 MR. JOHNSON: Just this.</p> <p>13 BY MR. JOHNSON:</p> <p>14 Q. Showing you -- do you have City</p> <p>15 Exhibit 3 in front of you, Commander?</p> <p>16 A. Which is that one? I'm sorry.</p> <p>17 Q. That's the one -- the leave of absence</p> <p>18 form from Eddie Johnson in 2008.</p> <p>19 A. Correct.</p> <p>20 Q. Is this substantially --</p> <p>21 MR. LEE: Objection. This is not</p> <p>22 cross-examination. That was a leading question.</p> <p>23 Objection; leading.</p> <p>24</p>	<p>1 Any other questions?</p> <p>2 MR. JOHNSON: Just one question.</p> <p>3 BY MR. JOHNSON:</p> <p>4 Q. Commander, were you present today when</p> <p>5 Eddie Johnson testified about how the system --</p> <p>6 quote-unquote, the system reflected that he was a</p> <p>7 lieutenant at all times? Were you present for that</p> <p>8 testimony?</p> <p>9 A. I was.</p> <p>10 Q. Are you familiar with how this system --</p> <p>11 the data system records your rank or position</p> <p>12 within the Chicago Police Department?</p> <p>13 A. I am. I'm assuming he's referring to</p> <p>14 the CLEAR system.</p> <p>15 Q. And what's the CLEAR system?</p> <p>16 A. It's a database that lists every</p> <p>17 department employee and their information, rank,</p> <p>18 star number, unit of assignment, and other</p> <p>19 information.</p> <p>20 Q. Could it be that the CLEAR system during</p> <p>21 his -- during Eddie's tenure would have listed him</p> <p>22 as a lieutenant?</p> <p>23 MR. LEE: I'm going to object to foundation.</p> <p>24</p>

Page 178	Page 180
<p>1 BY MR. JOHNSON:</p> <p>2 Q. Do you have occasion to utilize or to be</p> <p>3 familiar with the CLEAR system?</p> <p>4 A. Yes. I use it on a daily basis.</p> <p>5 Q. And with respect to you, if you know, in</p> <p>6 the CLEAR system, are you recorded as a lieutenant</p> <p>7 or commander or --</p> <p>8 A. As a commander.</p> <p>9 Q. So what if -- what's the significance if</p> <p>10 the CLEAR system records you as a lieutenant?</p> <p>11 A. That would show that I'm a lieutenant of</p> <p>12 police, not a commander of police. So when I was</p> <p>13 promoted to commander, this system was changed to</p> <p>14 reflect that I am now a commander and not a</p> <p>15 lieutenant.</p> <p>16 MR. JOHNSON: Okay. One second. Okay. No</p> <p>17 more questions.</p> <p>18 THE WITNESS: Thank you.</p> <p>19 ARBITRATOR ROUMELL: Hold on. Don't go away.</p> <p>20 THE WITNESS: Nope.</p> <p>21 MR. LEE: I do have a couple questions for</p> <p>22 Commander Rowling, preliminary questions first and</p> <p>23 foremost, and then I'd like to take a short break</p> <p>24 to determine if I have any further redirect</p>	<p>1 Ms. Dunn?</p> <p>2 A. I did not.</p> <p>3 MR. LEE: Okay. One moment, your Honor.</p> <p>4 (Brief pause in proceedings.)</p> <p>5 MR. LEE: Mr. Arbitrator, we have nothing</p> <p>6 further for this witness at this time.</p> <p>7 ARBITRATOR ROUMELL: Okay. Thank you.</p> <p>8 Thank you, Commander.</p> <p>9 THE WITNESS: Thank you.</p> <p>10 ARBITRATOR ROUMELL: Do we have any other</p> <p>11 witnesses? Not from the City?</p> <p>12 MR. LEE: You're muted.</p> <p>13 MR. JOHNSON: I'm sorry. As counsel pointed</p> <p>14 out, I was muted.</p> <p>15 No further questions. No further</p> <p>16 witnesses from the City.</p> <p>17 ARBITRATOR ROUMELL: What about the union?</p> <p>18 MR. LEE: No one else. No, your Honor.</p> <p>19 ARBITRATOR ROUMELL: Okay. I'll ask my usual</p> <p>20 question. I'll get the usual answer. Closing</p> <p>21 statements or briefs?</p> <p>22 MR. LEE: Briefs.</p> <p>23 MR. JOHNSON: Briefs.</p> <p>24 ARBITRATOR ROUMELL: All right.</p>
Page 179	Page 181
<p>1 questions.</p> <p>2 ARBITRATOR ROUMELL: All right. Go ahead.</p> <p>3 MR. LEE: Cross-examination questions. I</p> <p>4 believe Commander Rowling needs to unmute.</p> <p>5 CROSS-EXAMINATION</p> <p>6 BY MR. LEE:</p> <p>7 Q. Commander Rowling, are you in the same</p> <p>8 office as Mr. Johnson presently?</p> <p>9 A. I'm sorry?</p> <p>10 Q. Are you currently in the same office as</p> <p>11 Mr. Johnson?</p> <p>12 A. I am.</p> <p>13 Q. And during the most recent pause in your</p> <p>14 testimony, your camera went off. Do you recall</p> <p>15 that?</p> <p>16 A. Throughout my testimony?</p> <p>17 Q. No. During your most recent testimony</p> <p>18 with Mr. Johnson, there was a slight pause that</p> <p>19 Mr. Johnson requested. Do you recall that?</p> <p>20 A. I do.</p> <p>21 Q. And during that pause, did you have a</p> <p>22 conversation with Mr. Johnson?</p> <p>23 A. I did not.</p> <p>24 Q. Did you have a conversation with</p>	<p>1 MR. LEE: And, your Honor, this is an</p> <p>2 expedited arbitration. So under 22.4, you're to</p> <p>3 issue your award within 15 days of the hearing. So</p> <p>4 we would need the transcripts on an expedited basis</p> <p>5 and to tender our briefs to you on expedited basis</p> <p>6 for you to issue your award.</p> <p>7 We believe the contract allows you to</p> <p>8 issue a full written decision 30 days at the end of</p> <p>9 this hearing, but you must at least issue your</p> <p>10 award within 15 days of this hearing.</p> <p>11 ARBITRATOR ROUMELL: Number one, I'm not going</p> <p>12 to do that. Number two, I'll do my best to get</p> <p>13 approval award out in 15 days. In other words,</p> <p>14 what I'm saying is it's expedited, I will expedite</p> <p>15 it.</p> <p>16 MR. LEE: Thank you.</p> <p>17 ARBITRATOR ROUMELL: I'll try my best to get a</p> <p>18 full opinion out.</p> <p>19 Now, you've got two issues, whether</p> <p>20 Eddie Johnson is covered by the lieutenant</p> <p>21 contract, number one and, number two, whether under</p> <p>22 that contract he's covered in this particular</p> <p>23 lawsuit.</p> <p>24 Now, you've got a bunch of exhibits,</p>

Page 182	Page 184
<p>1 Mr. Lee, that you put together. I'm wondering if</p> <p>2 the two of you can agree and put them in the US</p> <p>3 Mail or Federal Express and send them to me in hard</p> <p>4 copy.</p> <p>5 MR. LEE: I can certainly send the joint</p> <p>6 exhibits and the union exhibits to you and City</p> <p>7 Exhibits 1 and 2 to you via FedEx. I can get that</p> <p>8 out to you by the end of the day today.</p> <p>9 ARBITRATOR ROUMELL: Or tomorrow.</p> <p>10 MR. LEE: I don't believe the City has moved</p> <p>11 to admit City Exhibit 3.</p> <p>12 MR. JOHNSON: I might have been muted, but I</p> <p>13 did move to admit 3, but I was muted at the time.</p> <p>14 ARBITRATOR ROUMELL: And there's an objection.</p> <p>15 MR. JOHNSON: I believe.</p> <p>16 MR. LEE: If they moved to admit it, which I</p> <p>17 did not hear at all during the testimony --</p> <p>18 ARBITRATOR ROUMELL: He just did.</p> <p>19 MR. LEE: -- I don't believe there's</p> <p>20 authenticity or that it was authenticated. We now</p> <p>21 have -- if you're going to allow that to be</p> <p>22 admitted, we now have additional questions for</p> <p>23 Ms. Rowling -- or Commander Rowling.</p> <p>24 ARBITRATOR ROUMELL: All right. Ask your</p>	<p>1 Foundational support hasn't been laid. And we</p> <p>2 believe it's irrelevant.</p> <p>3 ARBITRATOR ROUMELL: He does make a point,</p> <p>4 Mr. Johnson.</p> <p>5 MR. JOHNSON: I'd be happy to ask Commander</p> <p>6 Rowling to explain how she obtained the document.</p> <p>7 MR. LEE: That's fine with us. We'd like to</p> <p>8 know how Commander Rowling obtained this document</p> <p>9 and when she obtained this document, when she came</p> <p>10 into possession of this document, if she tendered</p> <p>11 the document to anyone else and at what point.</p> <p>12 ARBITRATOR ROUMELL: Okay. Because he does</p> <p>13 make the point.</p> <p>14 MR. JOHNSON: Okay. I have a couple questions</p> <p>15 for Commander Rowling then.</p> <p>16 ARBITRATOR ROUMELL: Go ahead.</p> <p>17 REDIRECT EXAMINATION</p> <p>18 BY MR. JOHNSON:</p> <p>19 Q. Commander Rowling, do you have City</p> <p>20 Exhibit 3 in front of you?</p> <p>21 A. I do.</p> <p>22 Q. Did you obtain this?</p> <p>23 A. I did.</p> <p>24 Q. When did you obtain it?</p>
Page 183	Page 185
<p>1 questions.</p> <p>2 MR. LEE: There's going to be additional.</p> <p>3 We'll need a few moments, your Honor.</p> <p>4 ARBITRATOR ROUMELL: Yeah. Go ahead.</p> <p>5 (Brief pause in proceedings).</p> <p>6 MR. LEE: Just to be clear, your Honor, you're</p> <p>7 going to admit City Exhibit 3 without the City</p> <p>8 laying foundation or identifying or authenticating</p> <p>9 the document?</p> <p>10 ARBITRATOR ROUMELL: Well, Mr. Johnson, what</p> <p>11 do you say about that?</p> <p>12 MR. JOHNSON: I think the document speaks for</p> <p>13 itself.</p> <p>14 ARBITRATOR ROUMELL: So you have an objection</p> <p>15 to the document on the grounds it hasn't been</p> <p>16 authenticated?</p> <p>17 MR. LEE: It hasn't been identified. It</p> <p>18 hasn't been authenticated. No foundation has been</p> <p>19 laid to introduce the document. Relevance.</p> <p>20 ARBITRATOR ROUMELL: Well, I'll take your</p> <p>21 motion under advisement. In other words, you're</p> <p>22 saying that I should not admit the document?</p> <p>23 MR. LEE: Absolutely correct. You should not</p> <p>24 admit the document. It has not been authenticated.</p>	<p>1 A. This morning.</p> <p>2 Q. How did you obtain it?</p> <p>3 A. I e-mailed a representative in the human</p> <p>4 resources division to see if they had a copy of</p> <p>5 Mr. Johnson's leave of absence PAR form from when</p> <p>6 he was promoted to commander.</p> <p>7 Q. And how was -- is this what you received</p> <p>8 in response?</p> <p>9 A. This is what I received in response.</p> <p>10 Q. How was it sent to you?</p> <p>11 A. Via e-mail in a PDF.</p> <p>12 Q. And do you have -- are you familiar with</p> <p>13 this general form?</p> <p>14 A. The PAR form, yes I am.</p> <p>15 Q. Does this -- is this identical or</p> <p>16 substantially similar to other PAR forms you see</p> <p>17 when people -- when employees -- when officers</p> <p>18 apply for a leave of absence to accept a noncareer</p> <p>19 service position?</p> <p>20 A. It is.</p> <p>21 Q. And is this something that's kept by the</p> <p>22 human resources division in the usual and ordinary</p> <p>23 course of business?</p> <p>24 MR. LEE: Objection; foundation. How would</p>

<p>Page 186</p> <p>1 she know that? I'd like some foundation, your 2 Honor. 3 BY MR. JOHNSON: 4 Q. How do you know it's kept in the usual 5 and ordinary course of business in the human 6 resources division? 7 A. Because forms that are relevant to 8 someone's personnel file are retained by the human 9 resources division of the police department. 10 During my regular job duties, I go to human 11 resources for many forms, copies of many forms that 12 I know them to retain. 13 MR. JOHNSON: I offer City Exhibit 3. 14 MR. LEE: Renew my objection, your Honor. 15 Relevance. I think it's been not properly 16 authenticated. She didn't complete this form. She 17 requested the form. 18 ARBITRATOR ROUMELL: The objection is noted. 19 I will address it in my opinion. In other words, 20 what they're objecting to is two-fold. It wasn't 21 produced until today. Number two, they are 22 maintaining that there was an insufficient 23 foundation. 24 Am I correct, Mr. Lee?</p>	<p>Page 188</p> <p>1 A. I don't recall what time he testified. 2 Q. He testified after you requested this 3 documentation; is that correct? 4 A. I believe so. 5 Q. Why did you request this documentation? 6 A. At some point during the earlier 7 testimony or at the earlier case it was brought up 8 that Superintendent Johnson was acting as a 9 lieutenant. And it's my knowledge that when you 10 accept a career service rank you fill out this form 11 relinquishing your lieutenant position. 12 Q. Were you directed by anyone to request 13 this form? 14 A. I was not. 15 Q. What testimony are you referring to in 16 regards to the career service rank of lieutenant 17 that you just testified to? What are you referring 18 to specifically? 19 A. There were statements by you that 20 Superintendent Johnson was a lieutenant of police. 21 Q. Do you have that individual's name who 22 you requested this document from? 23 A. Yes. 24 Q. And who was that?</p>
<p>Page 187</p> <p>1 MR. LEE: And relevance, yes. 2 ARBITRATOR ROUMELL: Okay. Fine. Any 3 questions that you have? 4 MR. LEE: I do, your Honor. 5 RECROSS-EXAMINATION 6 BY MR. LEE: 7 Q. Commander Rowling, you testified that 8 you requested this documentation, City Exhibit 3, 9 this morning; is that correct? 10 A. That's correct. 11 Q. What time was that? 12 A. I'm not sure of the time. I'd have to 13 check my e-mail to verify. 14 Q. All right. I would like you to check 15 your e-mail to verify, please. 16 A. Okay. Give me one minute. 17 Q. Thank you. 18 A. I requested the form at 11:08, and I 19 received it at 11:24 on today's date. 20 Q. You were present for Mr. Johnson's 21 testimony, correct? 22 A. I was. 23 Q. He didn't testify until 12:30 this 24 afternoon, correct?</p>	<p>Page 189</p> <p>1 A. I requested it from someone in my 2 office. That's assistant director Kevin O'Brien. 3 And he obtained it from Jermeka Johnson, who works 4 in HR. 5 Q. And at what time of day did you receive 6 this document? 7 A. 11:24. 8 Q. One moment. 9 Commander Rowling, with respect to -- 10 turning your attention to City Exhibit 3, please. 11 Do you have City Exhibit 3 in front 12 of you? 13 A. I do. 14 Q. There's an expiration date listed on 15 this document, correct? 16 A. There is. 17 Q. And that expiration date is March 16th, 18 2019, correct? 19 A. Correct. 20 Q. This document is expired? 21 A. This document is not expired or it may 22 be expired, but it's only valid for a year. It 23 gets passed over from year to year. 24 Q. So you don't know if this document is</p>

Page 190	Page 192
<p>1 expired or not expired?</p> <p>2 A. I don't know that for this particular</p> <p>3 document.</p> <p>4 Q. Is there some indication on the</p> <p>5 expiration date on this document?</p> <p>6 A. There is.</p> <p>7 Q. And what is that expiration date?</p> <p>8 A. 3/16/2009.</p> <p>9 Q. Does this document in front of you have</p> <p>10 the terminology "rank" anywhere listed on this</p> <p>11 document?</p> <p>12 A. The term "rank"?</p> <p>13 Q. That is correct. Does the term "rank,"</p> <p>14 does that appear anywhere on the document that the</p> <p>15 City tendered 30 minutes ago?</p> <p>16 A. It does not.</p> <p>17 MR. LEE: Nothing further with this witness,</p> <p>18 your Honor.</p> <p>19 MR. JOHNSON: I have nothing further.</p> <p>20 ARBITRATOR ROUMELL: Thank you, Commander.</p> <p>21 Any other rebuttal from the City?</p> <p>22 MR. JOHNSON: Not from the City.</p> <p>23 ARBITRATOR ROUMELL: From the union?</p> <p>24 MR. LEE: No, sir.</p>	<p>1 award.</p> <p>2 ARBITRATOR ROUMELL: Brief will be due on</p> <p>3 Wednesday the -- let's see. Wednesday the 13th,</p> <p>4 right?</p> <p>5 MR. LEE: That would give us one day after we</p> <p>6 receive the transcript to write the briefs.</p> <p>7 MR. JOHNSON: You wanted it expedited.</p> <p>8 MR. LEE: I can do it as long as you will,</p> <p>9 Mr. Johnson. I can get it done.</p> <p>10 MR. JOHNSON: I can get it done.</p> <p>11 ARBITRATOR ROUMELL: No, no, you're not going</p> <p>12 to do that. Mr. Lee, are you relying on any</p> <p>13 opinions written by other arbitrators between the</p> <p>14 parties, between the --</p> <p>15 MR. LEE: I'll be relying on some opinions</p> <p>16 authored by you as well as maybe some other ones.</p> <p>17 ARBITRATOR ROUMELL: By me?</p> <p>18 MR. LEE: By you, yes, and some other ones,</p> <p>19 yes. Some other arbitrators and you as well.</p> <p>20 ARBITRATOR ROUMELL: Well, I don't know what</p> <p>21 the hell I'm doing. Can you get that to me by the</p> <p>22 20th?</p> <p>23 MR. LEE: The briefs, yes.</p> <p>24 MR. JOHNSON: Frankly, Mr. Arbitrator, if the</p>
Page 191	Page 193
<p>1 ARBITRATOR ROUMELL: Okay. First you need the</p> <p>2 transcript, and second of all, you need briefs.</p> <p>3 And you need an opinion within 15 days of today.</p> <p>4 Is that what you're saying, Mr. Lee?</p> <p>5 MR. LEE: Yes. So we would need the</p> <p>6 transcript before that, if it's possible, from the</p> <p>7 court reporter.</p> <p>8 COURT REPORTER: Okay.</p> <p>9 ARBITRATOR ROUMELL: And I would need the</p> <p>10 brief before issuing an opinion, or do you want</p> <p>11 closing statements. I don't care.</p> <p>12 MR. LEE: I guess the question is how fast can</p> <p>13 the court reporter get us the transcripts.</p> <p>14 COURT REPORTER: I would say by Tuesday next</p> <p>15 week. Monday might be a stretch. So by the 12th.</p> <p>16 MR. JOHNSON: City's position, Mr. Arbitrator,</p> <p>17 is that you should take as much time as you need to</p> <p>18 issue a fully informed opinion with which you are</p> <p>19 comfortable.</p> <p>20 MR. LEE: Our position is the CBA allows you</p> <p>21 to issue an award within 15 days and that you can</p> <p>22 then write a full decision within 30 days of</p> <p>23 today's date. So you can either -- you can issue a</p> <p>24 brief award and then a more fully flushed out</p>	<p>1 union is going to be taking the position that, you</p> <p>2 know, it's ironclad 15 days you've got to do it,</p> <p>3 frankly, I think you need to have -- I want to make</p> <p>4 sure you have enough time to fully consider this.</p> <p>5 And if that means we have to get the briefs to you</p> <p>6 a little bit earlier, we get the briefs to you</p> <p>7 earlier.</p> <p>8 MR. LEE: That's fine. How much time do you</p> <p>9 need, Mr. Arbitrator, to write your award after the</p> <p>10 submission of briefs?</p> <p>11 ARBITRATOR ROUMELL: Usually 30 days, but I</p> <p>12 think in this case I have a good idea what the</p> <p>13 facts are. I think both of you ought to give me</p> <p>14 your arguments. I also would expect you to ship</p> <p>15 all your citations and all your briefs including</p> <p>16 what you've had already and your e-mail,</p> <p>17 Mr. Johnson.</p> <p>18 MR. JOHNSON: Correct.</p> <p>19 ARBITRATOR ROUMELL: Including the pleadings,</p> <p>20 which make great bedtime reading, which I read last</p> <p>21 night. Ship them to me in hard copy. I want any</p> <p>22 opinions you're going to cite in the hard copy.</p> <p>23 She's going to get you the transcript, with a copy</p> <p>24 to me, by the 13th and I would like a minuscrit</p>

Page 194	Page 196
<p>1 when I have it. It makes it a little easier.</p> <p>2 COURT REPORTER: Yes.</p> <p>3 MR. LEE: Mr. Arbitrator, you do not want me</p> <p>4 to ship the exhibits to you today or tomorrow?</p> <p>5 ARBITRATOR ROUMELL: Oh, I don't care.</p> <p>6 MR. LEE: If you would like the exhibits</p> <p>7 before you receive the briefs, I can ship them to</p> <p>8 you today. Whatever will make your job easier.</p> <p>9 ARBITRATOR ROUMELL: As long as I -- ship them</p> <p>10 to me in the next week.</p> <p>11 MR. LEE: Okay. And then, Mr. Johnson, I will</p> <p>12 include City Exhibit 3 when I ship them.</p> <p>13 MR. JOHNSON: Okay. Appreciate that.</p> <p>14 Since the union is taking the</p> <p>15 position they want strict adherence to the</p> <p>16 collective bargaining agreement on this one, what</p> <p>17 do you suggest is the due date for the arbitrator's</p> <p>18 award in this?</p> <p>19 ARBITRATOR ROUMELL: The 23rd of January.</p> <p>20 That means starting Sunday that means -- well, it's</p> <p>21 going to be around the 23rd, 24th. Mr. Lee, I like</p> <p>22 to write things out. I'll try to make the 23rd. I</p> <p>23 want the transcript. And do you have a pretty good</p> <p>24 idea of what opinions you're going to cite?</p>	<p>1 MR. LEE: I'm fine with putting a page</p> <p>2 limitation on it because it's an expedited hearing.</p> <p>3 ARBITRATOR ROUMELL: 23rd is on the Saturday.</p> <p>4 MR. JOHNSON: We should have until the 25th at</p> <p>5 least.</p> <p>6 ARBITRATOR ROUMELL: Well, I'll probably get</p> <p>7 it to you around the 26th or 27th because I have to</p> <p>8 have a typist type it. Is that all right, Mr. Lee?</p> <p>9 MR. LEE: That's fine.</p> <p>10 ARBITRATOR ROUMELL: You'll get me all your</p> <p>11 material -- if you get it to me on the 20th, it</p> <p>12 will be okay.</p> <p>13 MR. LEE: The 20th?</p> <p>14 ARBITRATOR ROUMELL: Yeah. Does that work for</p> <p>15 you, Mr. Lee and Mr. Johnson?</p> <p>16 MR. LEE: That works for the union. Just to</p> <p>17 be clear, you want hard copies delivered on the</p> <p>18 20th, not shipped on the 20th?</p> <p>19 ARBITRATOR ROUMELL: That's right.</p> <p>20 MR. LEE: Delivered?</p> <p>21 ARBITRATOR ROUMELL: Well, you can deliver it</p> <p>22 on the 21st.</p> <p>23 MR. LEE: Very well.</p> <p>24 ARBITRATOR ROUMELL: Because I want the</p>
Page 195	Page 197
<p>1 MR. LEE: I do, but I don't have that list in</p> <p>2 front of me.</p> <p>3 ARBITRATOR ROUMELL: Okay. Mr. Johnson, you</p> <p>4 have a pretty good idea?</p> <p>5 MR. JOHNSON: I have a pretty good idea. If</p> <p>6 this is -- I think it's ridiculous to have an award</p> <p>7 by the 23rd, but if that's going to be the</p> <p>8 stipulation from the union or that's going to be</p> <p>9 the demand from the union, then I think we need to</p> <p>10 have the briefs done earlier. I would say have the</p> <p>11 briefs due by the 15th, that Friday.</p> <p>12 ARBITRATOR ROUMELL: Let me get a calendar. I</p> <p>13 think the briefs should be limited to about eight</p> <p>14 pages.</p> <p>15 MR. JOHNSON: Oh, that's not possible.</p> <p>16 ARBITRATOR ROUMELL: Huh?</p> <p>17 MR. JOHNSON: That's not possible.</p> <p>18 ARBITRATOR ROUMELL: What do you mean?</p> <p>19 Abraham Lincoln wrote the Gettysburg Address when</p> <p>20 he was an Illinois attorney and Clarence Darrow</p> <p>21 never wrote briefs. Those were two good Illinois</p> <p>22 attorneys.</p> <p>23 MR. JOHNSON: It won't be a Brandeis brief,</p> <p>24 but 8 pages is a little --</p>	<p>1 transcript as soon as I can get it.</p> <p>2 MR. LEE: I'll send out the exhibits today.</p> <p>3 ARBITRATOR ROUMELL: Well, it's late in the</p> <p>4 day. Do it tomorrow. There's going to be another</p> <p>5 riot tonight and you want to watch that on the TV.</p> <p>6 MR. LEE: I wasn't able to last night.</p> <p>7 ARBITRATOR ROUMELL: Well, and you understand</p> <p>8 what I'm saying, Mr. Johnson. Everything you sent</p> <p>9 me e-mailed, I want it repeated in hard copy.</p> <p>10 MR. JOHNSON: Hard copy, yes.</p> <p>11 ARBITRATOR ROUMELL: And I want copies of your</p> <p>12 opinions that you're going to cite, both sides, I</p> <p>13 want copies of those opinions. And what I'll do is</p> <p>14 I'll set aside the weekend of the 23rd to work on</p> <p>15 the opinion, and we will get the thing out right</p> <p>16 away.</p> <p>17 MR. JOHNSON: And I assume you would like the</p> <p>18 briefs in Word?</p> <p>19 ARBITRATOR ROUMELL: I don't know the</p> <p>20 difference.</p> <p>21 MR. JOHNSON: That's all right. And do you</p> <p>22 want these shipped to your office or to your home</p> <p>23 address?</p> <p>24 ARBITRATOR ROUMELL: Come on. I'm a big boy.</p>

Page 198	Page 200
<p>1 I go to the office. And I got the solution to the</p> <p>2 COVID. Cod liver oil every morning.</p> <p>3 MR. JOHNSON: That'll do it.</p> <p>4 ARBITRATOR ROUMELL: Yes. 1717 Ford Building.</p> <p>5 And, Court Reporter, you send it to</p> <p>6 my e-mail, roumell2000@yahoo.com, and I'll do my</p> <p>7 best to get it out.</p> <p>8 MR. LEE: We appreciate that. Thank you.</p> <p>9 ARBITRATOR ROUMELL: There's a very</p> <p>10 interesting aspect of this case that I've dealt</p> <p>11 with before, and the two of you might want to</p> <p>12 consider addressing it. The union is saying that</p> <p>13 the lieutenant followed an order of the mayor and</p> <p>14 there's one count dealing with retaliation.</p> <p>15 MR. JOHNSON: No, there's not.</p> <p>16 ARBITRATOR ROUMELL: What?</p> <p>17 MR. JOHNSON: There's not. That's not true.</p> <p>18 MR. LEE: That count didn't incorporate the</p> <p>19 allegation.</p> <p>20 MR. JOHNSON: The reason there was so much</p> <p>21 evidence and so much testimony about being directed</p> <p>22 to, you know, cease the detail of Officer Donald is</p> <p>23 because the union is on this quest for the Holy</p> <p>24 Grail trying to find something that might look like</p>	<p>1 MR. LEE: PDF is preferable.</p> <p>2 (Which were all the proceedings</p> <p>3 had in the above-entitled cause</p> <p>4 on this date.)</p>
Page 199	
<p>1 a performance review.</p> <p>2 ARBITRATOR ROUMELL: All right. We won't</p> <p>3 argue that. Okay. Do what you want. We know what</p> <p>4 the rules are. And I'll do my best to get it out</p> <p>5 in order to make the contract work. But, Mr. Lee,</p> <p>6 my preference is to try to write a full opinion</p> <p>7 rather than just give a -- shoot it from the hip.</p> <p>8 So I'll do that.</p> <p>9 MR. LEE: Thank you.</p> <p>10 ARBITRATOR ROUMELL: Okay. It's a pleasure</p> <p>11 working with both of you and all of you. And</p> <p>12 January 23rd -- well, at least you didn't do it on</p> <p>13 January 30th because if you would have done that,</p> <p>14 you would have been in deep deep doo because --</p> <p>15 MR. JOHNSON: You've got a birthday?</p> <p>16 ARBITRATOR ROUMELL: No. I think I've been</p> <p>17 married 68 years to the same woman on that date.</p> <p>18 That's what happens when you marry Aphrodite.</p> <p>19 That's my wife's name.</p> <p>20 Okay. Thank you very much.</p> <p>21 COURT REPORTER: Mr. Lee, what did you want</p> <p>22 for your transcript?</p> <p>23 MR. LEE: Yes, e-mail, please.</p> <p>24 ARBITRATOR ROUMELL: Thanks a lot. Take care.</p>	

1 STATE OF ILLINOIS)
2 COUNTY OF COOK) SS:
3

4 Valerie Calabria, CSR, RPR, being
5 first duly sworn, on oath says that she is a court
6 reporter doing business in the State of Illinois;
7 and that she reported in shorthand the proceedings
8 of said arbitration and that the foregoing is a true
9 and correct transcript of her shorthand notes so
10 taken as aforesaid, and contains the proceedings
11 given at said arbitration.
12
13
14

15 VALERIE CALABRIA, CSR, RPR
16 License No. 84-003928
17
18
19
20
21
22
23
24